



Sabarkantha District Cooperative Milk Producers' Union Ltd

**ANNEXURE 3: BIDDER EXECUTED ORDER DETAILS FOR MONO PERC BASED INSTALLATION DETAILS**  
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**ANNEXURE 4: SOIL TESTING REPORTS OF IDAR & DHANSURA CHILLING CENTERS**  
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## 1. Definitions, Interpretation and Brief Introduction on Sabar Dairy

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### 1. Definitions

- 1.1. The following words and expressions shall have the meanings hereby assigned to them:
- 1.2. “Actual Energy Delivered” means the net energy in kilo-watt hour (kWh) from 1 MW (AC) solar PV plant as measured at the Metering Point at each chilling center subject to land availability & physical site conditions.
- 1.3. “Adjudicator” means the person, who shall be an engineer or a firm of engineers who is appointed by Sabar Dairy to act as the adjudicator to make a decision on or to settle any dispute or difference between Sabar Dairy and the Contractor referred to it by the parties pursuant to Tender (Adjudicator) hereof.
- 1.4. “Applicable Law” means any statute, law, regulation, ordinance, notification, rule, regulation having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 1.5. **“Base PR” for a year is calculated by using the Net PR Guarantee (PR) quoted in the Bid offer by the Contractor adjusted with a correction factor to take into account the actual average global solar radiation measured by the calibrated pyranometer for that year.**
- 1.6. “Bid / Bid document” shall mean the bid submitted by the Bidder in response to this “Tender for Tender for Design, Engineering, Procurement & Supply, Construction, Commissioning and Comprehensive Operation & Maintenance for five (5) years extendable for a further period of five (5) years of 2 MW (AC) Solar Photovoltaic Grid-Connected Power Plant

1 MW at Idar & 1 MW at Dhansura Chilling Centers of Sabar Dairy, Himmatnagarat , Gujarat”.

- 1.7. “Bidder”- Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assignee. Severally, as the context may require;
- 1.8. “Capacity Utilization Factor (CUF)” shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.
- 1.9. “Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.10. “Commissioning” means the satisfactory, continuous and uninterrupted operation of the equipment/system as specified after all necessary statutory approvals, initial tests, checks and adjustments for a period of at least **15 days** to the satisfaction of Sabar Dairy and necessary certificates are issued by the all concerned/ nodal agencies appointed by GEDA /GETCO/ UGVCL/ MNRE/ GERC.
- 1.11. “Company” means Sabar Dairy, the same definition applies as per Clause 1.36
- 1.12. “Completion of the Facilities” means that the Facilities (or a specific part thereof where specific parts are specified in the Scope of Work) have been completed operationally and structurally and put in a tight and clean condition and that all work in respect of Commissioning of the Facilities or such specific part thereof has been completed as per the Scope of Work.
- 1.13. “Consultant” shall mean any consultant hired by Sabar Dairy or the company for the purpose of this project.

- 1.14. “Contract” or “Contract Agreement” means the Contract signed between Sabar Dairy and the Contractor to execute the entire Scope of Work as given in Appendix 20: Format of Agreement between Sabar Dairy and the Contractor.
- 1.15. “Contract Documents” means the documents listed in Appendix 20: Format of Agreement between Sabar Dairy and the Contractor.
- 1.16. “Contractor” means the Successful Bidder with whom contract is signed by Sabar Dairy includes the legal successors or permitted assignee of the Contractor.
- 1.17. “Contractor’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.18. “Day” means calendar day of the Gregorian calendar.
- 1.19. “Delivery Point” shall be the interconnection point at which solar power developer (SPD) shall deliver the power to the 11 KV HT Panel. The metering shall be done at this point of interconnection.
- 1.20. “Defect Liability Period” means the period of validity of the warranties given by the Contractor, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in Clause No. 6.13 hereof.
- 1.21. “UGVCL” shall mean Uttar Gujarat Viji Company Limited.

- 1.22. “Drawings” shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
- 1.23. “Effective Date” for this Contract shall mean the date of issuance of Letter of Intent by Sabar Dairy.
- 1.24. “Engineer-in-Charge” shall mean the engineer appointed at Project site by Sabar Dairy.
- 1.25. “Excepted Risk” means risks due to riots (other than those on account of Contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of the Owner, damages from air-crafts, acts of God, such as earth-quake, lightening and unprecedented floods, and other causes over which the Contractor has no control and accepted as such by the Accepting Authority or for which a certificate of completion has been issued.
- 1.26. “Facilities” means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the EPC Contractor/ Contractor under the Contract for enabling the installation, construction, testing and commissioning of the Solar Power Plant.
- 1.27. “Financial Bid” or “Financial Proposal” means the proposal submitted by the Bidder online and by post (unpriced) as a part of the Bid including the EPC Contract Price, O&M Contract Price and Guaranteed Generation as per format prescribed in Appendix 14: .
- 1.28. “Final Acceptance Test” means after successful completion of Performance Guarantee Test of the Solar PV Grid interactive System, the plant performance shall be observed on real live condition for a period of 30 days on continuous basis for trouble free operation, on completion of which the plant shall be accepted by the owner. This would broadly include the

completion of all civil and electrical works, String Monitoring works, SCADA Monitoring system and all other works mentioned in various Contract Documents in all respect.

- 1.29. “Guaranteed CUF” means the CUF calculated as per Clause No. 1.1.8 considering PR quoted by the Bidder in the Tender document at the time of submission of Bid.
- 1.30. “GEDA” shall mean Gujarat Energy Development Agency.
- 1.31. “GERC” shall mean Gujarat Electricity Regulatory Commission constituted under section 82 of Electricity Act 2003 or its successors.
- 1.32. “Government Authority” means Government of India, Government of Gujarat, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Supplier/Contractor/EPC Contractor, the Facility, or the performance of all or any of the services, obligations or covenants of Supplier/Contractor/EPC Contractor under or pursuant to this Contract or any portion thereof.
- 1.33. “Guarantee Test(s)” means the Performance & Guarantee Test(s) specified in this Tender to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees.
- 1.34. “Guaranteed Performance” means the performance of the equipment’s / instruments / material specified as such by the Contractor /EPC Contractor in its Bid.

- 1.35. "SABAR DAIRY" means Sabarkantha District Co-operative Milk Producers Union Limited (Sabar Dairy) and includes the legal successors or permitted assigns.
- 1.36. "Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required), installation, Commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of Sabar Dairy's personnel etc.
- 1.37. "JNNSM" means the Jawaharlal Nehru National Solar Mission.
- 1.38. "Metering Point" for purposes of recording of Delivered Energy will be the Delivery Point.
- 1.39. "Month" means calendar month of the Gregorian calendar.
- 1.40. "MNRE" means Ministry of New and Renewable Energy, Government of India.
- 1.41. "Price Bid" means the same as per Clause No. 1.1.26.
- 1.42. "O&M" means Operations and Maintenance.
- 1.43. "Owner(s)" means SABAR DAIRY and includes the legal successors or permitted assigns.

- 1.44. “Party” or “Parties” means individually any one of the Bidder, Contractor or Sabar Dairy; or collectively any or all of the Bidder, Contractor or Sabar Dairy; respectively.
- 1.45. “Plant” means the 2 MW (AC) Grid-Connected Solar Photovoltaic Power Plant proposed at Sabar Dairy, Himmatnagar, and State: Gujarat as per the provisions in this Tender.
- 1.46. “Plant Capacity” is defined as the function of cumulative rated DC capacity of all solar PV modules under STC conditions as defined and measured in adhering to the guidelines of latest version of applicable IEC standard for crystalline silicon PV module technologies as well as cumulative rated AC capacity of the grid connected inverters, utility interface, performance measurement and safety norms in accordance the relevant guidelines of MNRE/ UGVCL/ any other Gujarat State Agencies guidelines as well as the requirements stipulated by Sabar Dairy.
- 1.47. “Project” means the 2 MW (AC) Grid-Connected Solar Photovoltaic Power Plant proposed 1 MW at Idar & 1 MW at Dhansura Chilling Centers of Sabar Dairy, Himmatnagar, Gujarat as per the provisions in this Tender including but not limited to its design, engineering, procurement & supply, construction, commissioning, compressive operation and maintenance.
- 1.48. “Project Manager” means the person appointed by Sabar Dairy in the manner provided in the Tender (Project Manager) hereof and named to perform the duties delegated by Sabar Dairy.
- 1.49. “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 commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturer’s operation and maintenance guidelines.

- 1.50. "SECI" means Solar Energy Corporation of India.
- 1.51. "Site" means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.52. "Solar Power System(s)" means the solar photovoltaic grid connected power system(s) to be established at the site specified in the Tender.
- 1.53. "Subcontractor", including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.
- 1.54. "Successful Bidder" means the Bidder who is financially and technically eligible and qualified, and evaluated as the Lowest Evaluated Bidder as per the provisions in this Tender and to whom the contract is awarded.
- 1.55. "Tender" or "Tender Document(s)" shall mean this "Tender for Design, Engineering, Procurement & Supply, Construction, Commissioning And Comprehensive Operation & Maintenance For Five (5) Years Extendable for Another Five (5) Years of 2 MW (AC) Grid-Connected Solar Photovoltaic Power Plant 1 MW at Idar & 1 MW at Dhansura Chilling Centers of Sabar Dairy, Himmatnagar issued by Sabar Dairy including its annexures, appendices, attachments, amendments and any other documents as added or modified by Sabar Dairy as per the provisions in this Tender.
- 1.56. "Tender Issuing Authority" means the office of *Deputy Manager (Purchase)*, Sabar Dairy.

- 1.57. "Time for Completion" shall be the date on or before which Completion of the Facility has to be achieved to the satisfaction of Sabar Dairy and such date is specified in NIT.

## 2. Interpretations

Language: Unless otherwise agreed by the parties in writing, the parties shall use the English language and the Contract and the other Bid documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than English, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

- 2.1. References: All Clauses, Sections, Chapters, Appendices, Annexure or any other objects mentioned in this Tender shall refer to the same in this Tender unless specified otherwise.

- 2.2. Singular and Plural: The singular shall include the plural and the plural the singular, except where the context otherwise requires.

- 2.3. Headings: The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

- 2.4. Persons: Words importing persons or parties shall include firms, corporations and government entities.

- 2.5. Men: The word 'Men' in this Tender shall mean all genders i.e. male, female and others.

- 2.6. Entire Agreement: The Contract constitutes the entire agreement between Sabar Dairy and Contractor with respect to the

subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. The various documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the Contract documents, the matter may be referred to the Adjudicator and the Contractor shall carry out work in accordance with the decision of the Adjudicator.

- 2.7. Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.
- 2.8. Time: Any time, unless mentioned otherwise, shall be as per Indian Standard Time (IST).
- 2.9. Currency: All amounts mentioned as Rupees, Rs. or INR shall be interpreted as Indian Rupees.
- 2.10. Independent Contractor: Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed.
- a. All employees, representatives or subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of Sabar Dairy and nothing contained in the Contract or in any sub-contract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and Sabar Dairy.
  - b. Not in any case the sub-contractor shall claim or shall put any binding to Sabar Dairy and the sub-contractor must be handled by the Contractor and Sabar Dairy shall not be responsible for any claims at any time by the Contractor in relation to the sub-contractor.

2.11.

Non-Waiver:

- a. Subject to Clause 1.2.12 (b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- a. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.12.

Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2.13.

Country of Origin: "Origin" means the place where the materials, equipment and other supplies for the facilities are mined, grown, produced or manufactured, as the case may be, and from which the services are provided. This shall be according to MNRE/GEDA/GERC/UGVCL/GETCO guidelines as well as in accordance to the relevant provisions of Gujarat Solar Policy 2015 and subsequent amendments.