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| | | <p>in relation to the transfer of title of the land in favor of the Employer.</p> <p>e. If any proceedings are brought or any claim is made against the Employer arising out of the, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf at the risk and cost of Contractor. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p> <p>f. The Bidder at the Bidder's own responsibility, cost and risk shall inspect, examine & purchase the land and its surrounding, and shall satisfy themselves fully before submitting bids as to the form and nature of the site, the geological conditions decisive for the success of the project, the means of access to the site, the loading and unloading facilities etc. In general, the Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances susceptible to influence or affect their bids.</p> <p>g. Bidders shall acquaint themselves on their own responsibility with Land laws and regulations in India under which the work is to be performed including those which may influence, in general or in detail, design, supply, transportation, erection, operation of the equipment and requirement of manpower. Any failure or neglect to do so will not absolve the potential Contractor from his contractual obligation.</p> <p>h. Prospective Bidders are advised to carefully read the Tender documents along with Annexures, understand them in the proper perspective and then fill the Technical Bid Format, Commercial Bid Format and Price Bid Format (SOR).</p> |
| 5. | Liquidated Damages | <p><u>Add following to the existing clause:</u></p> |

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| | (GCC clause 20) | <p>20.4 The Time for Completion for whole of the facilities means the timelines provided for commissioning in line with the SCC clause No 3 above.</p> <p>20.5 No bonus will be given for earlier Commissioning of the Facilities or part thereof.</p> |
| 6. | <p>Contract Performance Security</p> <p>(GCC clause 24)</p> | <p><u>Replace the existing clause by following:</u></p> <p>Against EPC/ LSTK & O&M Contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award/ Letter of Intent/Letter of Award, the successful bidder shall furnish unconditional and irrevocable individual Bank Guarantees issued by any Nationalized Banks in the manner as mentioned below.</p> <p>The Contract Performance Security shall be in the form of Bank Guarantee only and shall be in the currency of the Contract and will be issued in the name of the Owner as “Solar Energy Corporation of India Limited, New Delhi”</p> <p>The Contract Performance Security against this Contract need to be furnished in as mentioned below: -</p> <ol style="list-style-type: none"> 1. The value of the Contract Performance Security shall be 3% (Three) of the Contract Value (i.e., total sum of the Supply & Service Contracts). This Performance security will be valid for a total period of 135 Months (12 Months Project commissioning period) + prescribed O & M Period, i.e. 120 Months + 03 Months additional) from the date of its issuance. Envisaging the difficulty in obtaining the longer tenure of CPS in the form of BG, the successful bidder can submit Contract Performance Security in the form of Bank Guarantee with initial validity period of 36 Months and the same may be extended for the balance period or further 36 months, within 60 days of expiry of the original CPS. 2. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment. 3. In case of any default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the entire Contract Performance Security, in such cases, the liability on account of GST will be borne by the contractor. 4. Further, any delay beyond 30 (Thirty) days shall attract delay charges @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. However, total project completion period shall remain same. Part Security shall not be accepted. Further, Owner at its sole discretion may cancel the Contract Agreement/ NOA & forfeit 100% of EMD, if applicable inclusive of GST, in case Contract |

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| | | <p>Performance Security is not submitted within 45 (Forty-Five) days from issuance of NOA/LOA/LOI.</p> <p>Contract Performance Security submitted shall be released to the Contractor without any interest not later than 75 (Seventy-Five) days after the successful completion of the complete O&M period (10 Years) subject to the approval and acceptance of the O&M period deliverables.</p> |
| 7 | Contractor's responsibility (GCC clause 32.1.3) | <p><u>Replace the existing clause by following:</u></p> <p>In the matter of connectivity of Plant to DISCOM's substation, the necessary connectivity permission & its charges along with all the other permissions and clearances and their respective charges as deemed required by the State Agency/DISCOM for Bay allocation, technical/regulatory compliance for interconnection, ROW etc will be in the scope of Contractor. The cost/charges/fees and risk towards all statutory approvals and other approvals during construction and O&M phase with State/ Central agencies like DISCOM, Transco, CEIG, CEA, SLDC, bay allocation, synchronization shall be in the scope of the contractor. However, all the necessary documents required from the Employer, as needed for the process, will be provided by the Employer. Bidders are required to consider all such Statutory costs/charges/fees into his account, while bidding. In case, any of the Statutory costs/charges/fees is to be directly paid by the Employer by virtue of its specific payment requirement, then all such Statutory costs/charges/fees will be settled by the Employer from the contractor's bills/invoices accordingly.</p> |
| 8. | Functional Guarantees (GCC clause 43.1.1) | <p><u>Add following to the existing clause:</u></p> <ol style="list-style-type: none"> During the Operational Acceptance after providing 03 chances for the PR demonstration, any shortfall in the Performance Ratio (PR) as determined through the PR Test Procedure specified in Section VII, Scope of Work and Technical Specifications, & "PERFORMANCE GUARANTEE TEST PROCEDURE", will attract imposition of penalty. For every 1% shortfall in PR below the committed PR value, a penalty of 1% of the total Contract Value (i.e., total sum of all the Supply, Service and absolute value of O & M Contract) shall be levied. In case the Contract Performance Security has already been encashed on account of any default/delays, the penalty amount will be recovered from any due payments to the contractor. In case the Plant PR Shortfall is more than 5% than the specified PR value, then the total plant will be accepted on as-is basis & the total Contract Performance Security submitted by the contractor will be forfeited & payments linked to operational acceptance will not be made. During the demonstration of yearly CUF, any shortfall from specified CUF shall attract the LD @ INR 4/kWh for each unit shortfall. The CUF shall be calculated as per the formula mentioned Section VII, Scope of Work and Technical Specifications |

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| | | <p>3. In case the Project fails to generate any power continuously for 1 month any time during the O&M period, apart from the force majeure and grid outages as certified by competent authority, it shall be considered as “an event of Contractor’s default”. In the case of default, the entire Contract Performance Security will be forfeited & the Owner may terminate the O&M contract.</p> <p>4. Liquidated damages during O&M period against breakdown of other Infrastructure of Plant which doesn’t affect the generation of power, directly such as but not limited to civil infrastructure, water supply system/network, other Infrastructure developed by the Contractor as a Scope of Work for the Project (Section-VII: Scope of Works & Technical Specifications) shall be penalized @ Rs.1000/day, per incident of breakdown reported beyond 07 Days of such reporting. Cumulative value of such penalty shall be limited to 50% of yearly O&M cost.</p> <p>5. The Liquidated Damages as specified on account of delays and on account of deviations in Functional Guarantees as above shall be assessed and levied independent of each other.</p> |
| 9. | <p>Conditions for Issue of Materials</p> <p>(GCC clause 60)</p> | No material will be issued to the contractor by the owner, SECI for this Project. |
| 10. | <p>Training</p> <p>(GCC clause 76.6)</p> | The contractor shall provide training (free of cost) to the personnel of SECI/Nominated person of SECI for 50 (Fifty) man-days at his works/or at the mutually agreed designated place/ or at site for erection, testing, commissioning and O&M of the Project. Expenses towards travel, lodging, and boarding for the personnel shall be borne by SECI. Such training may include Class Room & hands on experience etc as mutually agreed |
| 11. | <p>Schedule of Rates & Payments</p> <p>(GCC clause 80.1)</p> | <p><u>Add following to the existing clause:</u></p> <p>All payment shall be made against invoices raised in line with the approved billing break up under individual heads of Supply, Services and Civil works. Following general payment terms will be followed (Excluding Land)</p> <p>A. The payment for the Supply Portion of the First Contract (Supply & Services Contract) shall be made as per the following terms and conditions:</p> <p>i) Interest bearing adjustable initial advance (OPTIONAL) of 10% of the Contract Value (i.e., total sum of all the Supply Contract) shall be released to successful bidder upon receipt of unconditional acceptance of NOA, detailed Performa invoice of contractor and against submission of unconditional & irrevocable Advance Bank Guarantee (ABG) with a validity period up to date of final commissioning total amounting to 110% of total advance amount. The ABG needs to be submitted in addition to the Contract</p> |

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| | | <p>Performance Security. The annual interest rate shall be calculated based on SBI one-year MCLR + 3.5% as applicable. Successful bidder will be required to submit the individual ABGs on individual site basis for claiming the advance amount.</p> <p>ii) Seventy percent (70%) payments shall be paid on Pro rata basis against supply, receipt and acceptance of Materials at site on submission of documents (except Advance Bank Guarantee) indicated under clause i) above, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Manufacturer's/ Contractor's Guarantee certificate of Quality, submission of the certificate by the Executing Agency's authorized representative that the item(s) have been received and MDCC (Material Dispatch Clearance Certificate) issued by Employer's authorized representative in original.</p> <p>(a) If Successful Bidder has opted for advance then, Ten percent (10%) (Full amount of advance) shall be adjusted while making payments of this installment. Also, up-to-date accrued interest shall also be recovered.</p> <p>(iii) Twenty percent (20%) payments shall be paid against successful erection, testing and commissioning of materials at site and Operational Acceptance of the Facility (Part/Complete facility). pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and documents.</p> <p>(iv) Final Ten percent (10%) payment of Supplies shall be paid after CUF demonstration on completion of first year of O&M of the complete Facility pursuant to submission of all requisite documentation. However, this Payment may also be released after demonstration of PR and submission of all requisite documentation on the submission of additional Bank Guarantee of equivalent amount. This BG shall be valid up to demonstration of CUF for the successful first year of Operation. However, in case of delay, the BG shall be extended suitably.</p> <p>B. The payment for the Service Portion of the First Contract (Supply & Services Contract) shall be made as per the following terms and conditions. No Initial Advance Payment shall be made against the Service Portion Part.</p> <p>i) For Freight and Insurance Portion, the payment shall be made in line with Supply Portion of the First Contract, as described in point A (ii) of this clause, without releasing any initial advance. The complete payment of the freight will be done along with the respective deliveries of the supply portion at site.</p> <p>ii) For Erection, Testing and Commissioning Portion, the payment shall be made as detailed below: -</p> <p>(a) Eighty Percent (80%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on pro-rata basis on completion of installation of equipment on certification by the</p> |
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| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> SEC/C&P/TD/2020/TN/50 | SCC Page 8 of 12 | Signature of Bidder |
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| | | <p>Engineer-In-Charge/ Project Manager for the quantum of work completed after successful clearance of quality check points involved in the quantum of work billed.</p> <p>(b) Ten Percent (10%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on Operational Acceptance of the Facility (Part/Complete facility). pursuant to successful integration with existing internal grid system, Guarantee Tests and demonstration of PR.</p> <p>(c) Final Ten percent (10%) payments shall be paid after CUF demonstration after first year of O&M of the complete Facility pursuant to submission of all requisite documentation. However, this Payment may also be released after successful Guarantee Tests and demonstration of PR and submission of all requisite documentation on the submission of additional Bank Guarantee of equivalent amount. The BG shall be valid up to demonstration of CUF for the successful first year of Operation. However, in case of delay, the BG shall be extended suitably.</p> <p>iii) For Civil & Allied works portion, of the 1st contract, the payment shall be made as detailed below:</p> <p>(a) Eighty Percent (80%) of the total price of Civil Works shall be paid progressively on certification by the Project Manager/ Engineer In - Charge for the quantum of work completed/ Milestones achieved after successful clearance of quality check points involved in the quantum of work.</p> <p>(b) Ten Percent (10%) of the total price of Civil Works shall be paid on completion of all the civil works.</p> <p>(c) Final Ten (10%) of the total price of Civil Works shall be paid after CUF demonstration after first year of O&M of the complete Facility pursuant to completion of all the civil works including finishing and debris removal. However, this Payment may also be released after completion of all the civil works including finishing and debris removal on submission of Bank Guarantee of equivalent amount. The BG shall be valid up to demonstration of CUF for the successful first year of Operation. However, in case of delay, the BG shall be extended suitably.</p> <p>C. For the Second Contract (related to Operation & Maintenance Part), the payment shall be made as detailed below: -</p> <p>(a) Operation and Maintenance of the entire Project payment will be released on quarterly basis at the end of every quarter for each year till 10 (Ten) years.</p> <p>(i) Year 1 : OM -1 (ii) Year 2 : OM -2 (iii) Year 3 : OM -3 (iv) Year 4 : OM -4 (v) Year 5 : OM -5</p> |
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| | | <p>(vi) Year 6 : OM -6 (vii) Year 7 : OM -7 (viii) Year 8 : OM -8 (ix) Year 9 : OM -9 (x) Year 10 : OM -10</p> <p>In case of any default, Non-Performance or breach of contractual conditions of the O&M contract during the O&M period, the penalties/deductions, if applicable will be liable to be deducted from the Quarterly O&M payments first & then from the Contract Performance Security.</p> <p>D. For the Third Contract (related to Acquisition & Transfer of Land), the payment shall be made as detailed below: -</p> <p><u>For Private land</u></p> <p>1. <u>Fifty Percent (50%) of the Land Cost Component of the Contract Price will be paid as under:</u></p> <p>(i) Acceptance of Notification of Award and Signing of the Contract Agreement.</p> <p>(ii) Submission of unconditional Bank Guarantees towards Contract Performance Securities.</p> <p>(iii) Submission of documents related to Land.</p> <p>(iv) Submission of application to State Nodal Agency for in-principle approval of state agency for availability of land or Acceptance of proposal/ application to State Nodal by state agency.</p> <p>(v) Successful completion of transfer of 50% of the total quantum of offered land on Transfer/Acquisition/Registration of Sale Deed in favor of SECI Ltd and as per law for the same.</p> <p>2. <u>Balance Fifty Percent (50%) of the Land Cost Component of the Contract Price will be paid as under:</u></p> <p>(i) Fulfillment of Conditions mentioned at Clause D 1. (i), (ii), (iii), (iv), (v) above.</p> <p>(ii) Submission of documents related to Land.</p> <p>(iii) Submission of application to State Nodal Agency for in-principle approval of state agency for availability of land or Acceptance of proposal/ application to State Nodal by state agency.</p> <p>(iv) Successful completion of transfer of remaining 50% of the total quantum of offered land on Transfer/Acquisition/Registration of Sale Deed in favor of SECI Ltd and as per law for the same.</p> <p>Notes: In case the contractor is not able to Successfully Transfer/Acquisition/Registration of Sale Deed in favor of SECI Ltd</p> |
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| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SECI/C&P/TD/2020/TN/50</u> | SCC Page 10 of 12 | Signature of Bidder |
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| | | <p>for the remaining quantum of offered land, then its Proportionate CPS will be encashed.</p> <p>E. All the payment shall be released from Owner's Head Office, New Delhi upon submission of Original Documents like MDCC, delivery challan, warranty certificate, LR, WCC, MRN, commissioning certificate, handing over certificate, Insurance, PF, ESI, etc as required and mentioned against each Milestone payment, duly certified by the authorized representative of the Employer/Owner.</p> |
| 12 | <p>Schedule of Rates to Cover GST/Applicable taxes</p> <p>(GCC clause 80.5)</p> | <p><u>Add the following to the existing clause:</u></p> <p>Concessional Custom Duty for Solar Photo Voltaic Power Generation Projects:</p> <p>1. As per relevant Notifications of Govt. of India, the benefits of concessional rate of custom duty (applicable for Solar Photo Voltaic Power Generation Projects) may be available for the import of raw materials, components, subassemblies and Equipments, if any, required for manufacture of equipment/ plant/ spares to be supplied under the contract. Bidder may appraise itself of the relevant policies and quote accordingly. The Employer shall issue the requisite certificate as specified in the relevant policy of Govt. of India. However, if the certificate is required to be issued by any department/ministry of Government of India or State Government where the Project is located other than Employer, the Bidder shall itself be responsible for obtaining such certificate from the concerned department/ministry. In such a case, the Employer may issue recommendatory letter to the bidder. To enable the Employer to issue such certificate / recommendatory letter, the Bidder shall furnish the requisite data.</p> <p>2. In addition, the Bidder may also like to ascertain availability of Custom Duty benefits available for import of construction equipment, if any, as per the extant Customs Acts & Notifications of Govt. of India. Where the bidder has quoted taking into account the Custom Duty benefits available for import of Construction Equipment, he must give all information required for issue of relevant Certificate by Employer along with its bid.</p> <p>3. However, the bidders shall themselves be solely responsible for availing such benefits, which they have considered in their bid. In case of failure of the bidder to receive the benefits partly or fully from the Govt. of India and/or in case of delay in receipt of such benefits and/or withdrawal of such benefits by the Govt. of India, the Employer shall neither be responsible nor liable in this regard in any manner whatsoever.</p> |
| 13 | | <p><u>Add the following to the existing clause:</u></p> |

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| | <p>Taxes & Duties - Goods & Service Tax (GCC clause 91)</p> | <p>Exemption of GST or any other taxes and duties (if applicable) on Items Manufactured for Grid Connected Solar Photo Voltaic Power Generation Projects</p> <p>As per extant guidelines of Department of Revenue, Ministry of Finance, Govt. of India, the benefits of exemption of GST or any other taxes and duties (if applicable on items manufactured for grid connected Solar Photo Voltaic Power Generation Projects) may be available for the items to be supplied under the contract, Bidder may appraise itself of the relevant policies and quote accordingly. The Employer shall issue the requisite certificate (if required) as specified in the relevant policy of Govt. of India. However, if the certificate is required to be issued by any department/ ministry of Government of India or State Government where the Project is located other than Employer, the Bidder shall itself be responsible for obtaining such certificate from the concerned department/ministry. In such a case, the Employer may issue recommendatory letter to the bidder. The Bidder shall be solely responsible for obtaining the benefits of exemption on excise duty GST or any other taxes and duties (if applicable) on the items to be supplied under the contract from the Govt. of India. In case of failure of the bidder to receive the benefits partly or fully from Govt. of India or in case of delay in receipt of such benefits, the Employer shall neither be responsible nor liable in this regard in any manner whatsoever.</p> |
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| <p>50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India</p> | <p><u>Tender No</u> <u>SECI/C&P/TD/2020/TN/50</u></p> | <p>SCC Page 12 of 12</p> | <p>Signature of Bidder</p> |
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SECTION - VI

SAMPLE FORMS & FORMATS

50 MW (AC) Solar PV Power Project
with Land at Tamilnadu, India

Tender No
SECI/C&P/TD/2020/TN/50

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Page 1 of 57

Signature of
Bidder

Preamble

This Section (Section - VI) of the Bidding Documents [named as Sample Forms and Procedures (FP)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the EMD, if applicable in the form included hereafter acceptable to the Employer, pursuant to the provisions in the instructions to Bidders.

The Performance Security (ies) and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment, according to one of the forms indicated herein acceptable to the Employer and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid/ Tender and the contract, the text of the Forms herein may need to be modified to some extent. The Employer reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/ Contractor shall be effected only if the same is approved by the Employer. The Employer's decision in this regard shall be final and binding.

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| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SEC/C&P/TD/2020/TN/50</u> | <u>SFF</u> <u>Page 2 of 57</u> | <u>Signature of</u> <u>Bidder</u> |
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LIST OF FORMS & FORMAT

| Form No. | Description |
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| F-0 | COVERING LETTER |
| F-1 | BIDDER'S GENERAL INFORMATION |
| F-2 | FORMAT FOR INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE REMOVAL / DISPOSAL OF SCRAP/DISPOSAL OF SURPLUS MATERIAL – IF APPLICABLE |
| F-3 | INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE PLANT HANDED OVER FOR PERFORMANCE OF ITS O&M CONTRACT (ENTIRE SOLAR PHOTO VOLTAIC PLANT) – DURING HANDOVER |
| F-4A | PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT (EMD)" |
| F-4B | PROFORMA OF "BID SECURING DECLARATION" (BSD)" |
| F-5 | INDEMNITY BOND |
| F-6 | NO DEVIATION CONFIRMATION |
| F-7 | DECLARATION REGARDING BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC. |
| F-8 | DECLARATION ON RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No 6/18/2019-PPD dated 23.07.2020 |
| F-9 | PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY" |
| F-10 | SOLAR PLANT DETAILS |
| F-11 | UNDERTAKING FOR INDEMNIFYING THE EMPLOYER AGAINST ANY ENCUMBRANCE ON THE PROJECT LAND TRANSFERRED TO EMPLOYER IN RESPECT OF DEVELOPMENT OF THE SOLAR PV PROJECT |
| F-13 | BIDDER'S EXPERIENCE |
| F-16 | FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER |
| F-17 | FORMAT FOR JOINT VENTURE AGREEMENT |
| F-17A | FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT |
| F-18 | FORMAT FOR CONSORTIUM AGREEMENT |
| F-18A | FORMAT FOR POWER OF ATTORNEY FOR CONSORTIUM AGREEMENT |
| F-19 | E-BANKING FORMAT |



Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW
(AC) Solar PV Project with Land at Tamilnadu, India

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| F-20 | PROFORMA OF "BANK GUARANTEE" FOR "ADVANCE PAYMENT" |
| F-22 | LIST OF BANKS |
| F-23 | SHAREHOLDING CERTIFICATE |
| F-24 | POWER OF ATTORNEY FOR BIDDING COMPANY |

Form F-0

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date:

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW (AC) Solar PV Project with Land at Tamilnadu, India"

Dear Sir / Madam,

1. We, the undersigned.... [insert name of the 'Bidder'] having read, examined and understood in detail the tender Document for "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW (AC) Solar PV Project with Land at Tamilnadu, India" hereby submit our Bid comprising of Techno Commercial Bid and Price Bid. We confirm that neither we nor any of our Parent Company/ Affiliat / Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid tender.

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| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SEC/C&P/TD/2020/TN/50</u> | <u>SFF</u> <u>Page 4 of 57</u> | <u>Signature of</u> <u>Bidder</u> |
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2. We give our unconditional acceptance to the tender, dated..... and tender documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. As a token of our acceptance to the tender documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such tender documents as per the provisions of the tender and provisions of such tender documents shall be binding on us.

3. Bid Capacity

We have bid for the capacity of 50 MW (AC) Solar PV Project along with Land.

4. Bid Processing Fees

We have enclosed a Bid Processing Fees of INR..... (*Insert Amount*), in the form of Demand Draft/ Banker's Cheque no..... (*Insert reference of the DD/ Banker's Cheque*) dated..... (*Insert date of DD/ banker's cheque*) from (*Insert name of Bank providing DD/ banker's cheque*) and valid up to and including in terms of Clause of this tender.

5. Earnest Money Deposit

We have enclosed the Bid Securing Declaration Form as per Format F-4B of the tender documents.

6. We have submitted our Price Bid strictly as per this tender, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).

7. In case we are a Successful Bidder, we shall furnish a declaration at the time of commissioning of the Project to the effect that neither we have availed nor we shall avail in future any Incentive other than received from SECI for implementation of the project.

8. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Solar Energy Corporation of India Limited in respect of any matter regarding or arising out of the tender shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

9. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the tender documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in tender have been fully examined and considered while submitting the Bid.

10. Contact Person

Details of the contact person are furnished as under:

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| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SECI/C&P/TD/2020/TN/50</u> | <u>SFF</u> <u>Page 5 of 57</u> | <u>Signature of</u> <u>Bidder</u> |
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Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW
(AC) Solar PV Project with Land at Tamilnadu, India

Name :
Designation :
Company :
Address :
Phone Nos. :
Fax Nos. :
E-mail address :

11. We are enclosing herewith the Envelope-I (Covering Letter, Processing Fees, EMD (If applicable), Bid Securing Declaration etc through Offline and Online, Techno-Commercial documents through online as per clause no. 11.I of Section - II, ITB) and Envelope II (Price Bids) (through online) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the tender for your consideration as per clause no. 11.0 of Section - II, ITB.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the tender and subsequent communications from Solar Energy Corporation of India Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the tender and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period as specified in BDS from the date of opening of "Techno-Commercial/ Un-priced Bid". We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration. Copy of Power of Attorney/ Board Resolution/ Declaration should be enclosed along with Covering Letter.

| | | | |
|--------------------------------------------------------------------|------------------------------------------------------|-----------------------------------|--------------------------------------|
| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SEC/C&P/TD/2020/TN/50</u> | <u>SFF</u> <u>Page 6 of 57</u> | <u>Signature of</u> <u>Bidder</u> |
|--------------------------------------------------------------------|------------------------------------------------------|-----------------------------------|--------------------------------------|

Form F-1

BIDDER'S GENERAL INFORMATION

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

| Sr. No. | Description | Remarks |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| 1 | Name of the Bidder (Incase of JV/ Consortium, name of all the members to be indicated and lead member to be identified) | |
| 2 | Status of the Firm | |
| 3 | Mailing Address of Registered Office | |
| 4 | Mailing Address of Operation Office | |
| 5 | E-mail | |
| 6 | Web site | |
| 7 | Authorized Contact Person(s) with Name, Designation, Address and Mobile Phone No., E-mail address / Fax No. to whom all references shall be made | |
| 8 | Year of Incorporation | |
| 9 | Number of Years in Operation | |
| 10 | ISO Certification Yes/No | |
| 11 | Name of the Banker | |
| 12 | Branch Details of Bank | |
| 13 | Type of Account with Account Number | |
| 14 | IFSC Code | |
| 15 | Permanent Account Number (PAN) of the Bidder | (Copy of PAN Card to be enclosed) |
| 16 | Whether the Vendor is registered/ Likely to be registered under GST | |

| | | |
|----|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Yes or No : If Yes, then customer will be treated as registered customer & he will have to provide further details as stated on the below left hand side |
| 17 | GST ID (Proof to be submitted – GST No acknowledgement OR Email from Gol) | |
| 18 | GSTN Address | |
| | | |

| Sr. No. | Description | Remarks |
|---------|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| 19 | PF Registration Number with Details | <i>(Copy of Registration to be enclosed)</i> |
| 20 | ESI Registration Number with Details | <i>(Copy of Registration to be enclosed)</i> |
| 21 | Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work | Yes/No <i>(If answer is YES, please provide details)</i> |
| 22 | Reference of any document information attached by the Bidder other than specified in the tender. | |
| 23 | Whether the Bidder wishes to form a Project Company for execution of work | Yes/No |
| 24 | Bidding company is listed in India | Yes/No |
| 25 | Whether company is MSME as on the bidding date | Yes/No |

(Signature of Authorized Signatory)

With Stamp

| | | | |
|--------------------------------------------------------------------|------------------------------------------------------|-----------------------------------|--------------------------------------|
| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SEC/C&P/TD/2020/TN/50</u> | <u>SFF</u> <u>Page 8 of 57</u> | <u>Signature of</u> <u>Bidder</u> |
|--------------------------------------------------------------------|------------------------------------------------------|-----------------------------------|--------------------------------------|

Form F-2**Indemnity Bond to be executed by The Contractor for The Removal / Disposal of
Scrap/Disposal of Surplus Material**

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY BOND

This INDEMNITY BOND executed this day of 20..... by(Name of Company)....., a Company registered under the Companies Act, 1956/2013 Concern and having its registered office(s) at(Office Address)....., hereinafter called the Indemnifier(s)/ Contractor(s) (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors, administrators and executors).

IN FAVOUR OF

M/s , having its registered office at.....(hereinafter referred to as “.....”)

1. M/s..... has awarded the Contractor(s), contract for execution of work (“Scope of Work”) as mentioned in the NOA/contract agreement no..... dated , entered into between M/s and Contractor(s), relating to(Name & Address of Project/Station)..... (hereinafter called ‘the Project’).

2. The Indemnifier(s) for the purpose of execution of its Scope of Work had from time to time procured and stored(Details of Material)..... at the Project Site.

3. After completion of the Scope of Work by Indemnifier(s), it has been identified that scrap (Details of Scrap Material & its Quantity).....and/or surplus (Details of Surplus Material & its Quantity)..... belonging to Indemnifier(s) is lying at the said Project Site.

4. Now, the scrap (Details of Scrap Material & its Quantity).....and/or surplus (Details of Surplus Material & its Quantity)..... belonging to the Indemnifier(s), requires to be removed by Indemnifier(s) from the Project Site.

NOW THEREFORE THIS INDEMNITY BOND WITNESSETH AS UNDER:

| | | | |
|----------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------|----------------------------------------------|
| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SEC/C&P/TD/2020/TN/50</u> | <u>SFF</u> <u>Page 9 of 57</u> | <u>Signature of</u> <u>Bidder</u> |
|----------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------|----------------------------------------------|

1. That Indemnifier(s) by way of this indemnity requests M/s..... to issue approval in favour of Indemnifier(s) for removal of scrap(Details of Scrap Material & its Quantity).....and/or surplus(Details of Surplus Material & its Quantity)..... belonging to Indemnifier(s), from the project.
2. That the Indemnifier(s) shall ensure clearing of its scrap (Details of Scrap Material & its Quantity).....and/or surplus (Details of Surplus Material & its Quantity)..... by itself, as aforesaid.
3. That Indemnifier(s) in consideration of the premises above, for itself and its respective, executors, administrators and assigns, jointly and severally agree and undertake from time to time and at all times hereafter to indemnify M/s..... and keep M/s..... indemnified from and against all claims, demands, actions, liabilities and expenses which may be made or taken against or incurred by M/s..... by reason of the issue of necessary approval by M/s..... and permitting Indemnifier(s) to remove scrap(Details of Scrap Material & its Quantity).....and/or surplus(Details of Surplus Material & its Quantity)..... belonging to Indemnifier(s), from the project.
4. That Indemnifier(s) undertakes to indemnify and keep M/s..... harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap and surplus belonging to Indemnifier(s), from the Project Site aforesaid, by the Indemnifier(s). Further, in case the laws require M/s..... to take prior permission of the relevant Authorities before handing over the scrap and/or surplus to the Indemnifier, the same shall be obtained by the Indemnifier on behalf of M/s.....

IN WITNESS WHEREOF, the Indemnifier(s), through its authorized representative, has executed these presents on the Day, Month and Year first mentioned above at

.....(Name of the Place).....

Witness:

Indemnifier

1.

2.

| | | | |
|--------------------------------------------------------------------|------------------------------------------------------|------------------------------------|--------------------------------------|
| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SEC/C&P/TD/2020/TN/50</u> | <u>SFF</u> <u>Page 10 of 57</u> | <u>Signature of</u> <u>Bidder</u> |
|--------------------------------------------------------------------|------------------------------------------------------|------------------------------------|--------------------------------------|



Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW
(AC) Solar PV Project with Land at Tamilnadu, India

(Authoris
ed
Signatory
)

50 MW (AC) Solar PV Power Project
with Land at Tamilnadu, India

Tender No
SECI/C&P/TD/2020/TN/50

SFF
Page 11 of 57

Signature of
Bidder



Form F-3

**INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE PLANT
HANDED OVER FOR PERFORMANCE OF ITS O&M CONTRACT (ENTIRE SOLAR
PHOTO VOLTAIC PLANT)**

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY BOND

THIS INDEMNITY BOND IS made this..... day of 20..... by
..... a Company registered under the Companies Act, 1956/2013 concern
having its Registered Office at..... (hereinafter called
as "Contractor" or "Obligor" which expression shall include its successors) in favour of M/s....., a
Company incorporated under the Companies Act, 1956 having its Registered Office at
..... and its Project at(hereinafter called "M/s....." which
expression shall include its successors and assigns) :

WHEREAS M/s..... has awarded to the Contractor a Contract for
..... vide its Letter of NOA/Contract Agreement No..... dated
and its Amendment No..... (Applicable when amendments have been
issued) (hereinafter called the "Contract") in terms of which M/s.... is required to hand over
various Equipment and facilities provided under Supply & Service Contract , herein after called
"Solar Photo Voltaic Plant" to the Contractor for execution of the Contract.

AND WHEREAS, The Contractor is required to execute an Indemnity Bond in favour of M/s.....
for the Solar Photo Voltaic Plant handed over to it by M/s..... for the purpose of Performance of
the Contract/O&M portion of the Contract.

NOW, THEREFORE, this Indemnify Bond witnesseth as follows:

| | | | |
|--------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|---------------------------------------------|
| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SEC/C&P/TD/2020/TN/50</u> | <u>SFF</u> <u>Page 12 of 57</u> | <u>Signature of</u> <u>Bidder</u> |
|--------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|---------------------------------------------|



Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW
(AC) Solar PV Project with Land at Tamilnadu, India

1. That in consideration of Solar Photo Voltaic Plant as mentioned in the Contract, Valued at Rs.....#..... (Rupees.....) handed over to the Contractor for the purpose of Performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep M/s... indemnified, for the full value of the Solar Photo Voltaic Plant. The Contractor hereby acknowledges actual receipt of the Solar Photo Voltaic Plant as detailed in the Schedule appended hereto. The Contractor shall hold such Solar Photo Voltaic Plant in trust as a "Trustee" for and on behalf of M/s.....
2. That the Contractor is obliged and shall remain absolutely responsible for the safe O&M/protection and custody of the Solar Photo Voltaic Project against all risks whatsoever till completion of O&M Contract in accordance with the terms of the Contract and is taken over by M/s..... The Contractor undertakes to keep M/s..... harmless against any loss or damage that may be caused to the Solar Photo Voltaic Plant.
3. The Contractor undertakes that the Solar Photo Voltaic Plant shall be used exclusively for the Performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Solar Photo Voltaic Plant shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnify Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes including legal/penal consequences.
4. That M/s.... is and shall remain the exclusive owner of the Solar Photo Voltaic Plant free from all encumbrances, charges or liens of any kind, whatsoever. The Solar Photo Voltaic Plant shall at all times be open to inspection and checking by Engineer-in-Charge/Engineer or other employees /agents authorised by him in this regard. Further, M/s... shall always be free at all times to take possession of the Solar Photo Voltaic Plant in whatever form the Solar Photo Voltaic Plant may be, if in its opinion, the Solar Photo Voltaic Plant are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds itself and undertakes to comply with the directions of demand of M/s... to return the Solar Photo Voltaic Plant without any demur or reservation.
5. That this Indemnify Bond is irrevocable. If at any time any loss or damage occurs to the Solar Photo Voltaic Plant or the same or any part thereof is mis- utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-



Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW
(AC) Solar PV Project with Land at Tamilnadu, India

Charge/Engineer of M/s.... as to assessment of loss or damage to the Solar Photo Voltaic Plant shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Solar Photo Voltaic Plant at its own cost and / or shall pay the amount of loss to M/s.... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to M/s.... against the Contractor under the Contract and under this Indemnify Bond.

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms of and conditions of this Bond to the satisfaction of M/s..., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned

SCHEDULE

| Particulars of the Equipment / Facilities handed-over | Quantity | Value | Other details, (if any) | Signature of Attorney in token of receipt |
|-------------------------------------------------------|----------|-------|-------------------------|-------------------------------------------|
| | | | | |

WITNESS

For and on behalf of

M/s.

| | | | |
|--------------------------------------------------------------------|------------------------------------------------------|------------------------------------|--------------------------------------|
| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SEC/C&P/TD/2020/TN/50</u> | <u>SFF</u> <u>Page 14 of 57</u> | <u>Signature of</u> <u>Bidder</u> |
|--------------------------------------------------------------------|------------------------------------------------------|------------------------------------|--------------------------------------|



Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW
(AC) Solar PV Project with Land at Tamilnadu, India

I. 1. Signature ----- Name -----

2. Name ----- Signature -----

3. Address ----- Designation -----

Authorised representative*

II. 1. Signature -----

2. Name ----- Common Seal
(In case of Company)

3. Address -----

* Indemnity Bonds are to be executed by the authorised persons and (i) In case of contracting Company under common seal of the Company of (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case (ii) the original Power of Attorney if it is specifically for our contract or a Photostat copy of the Power of Attorney if it is a General Power of Attorney and such documents should be attached to Indemnity Bond.

The value shall be sum of Supply and Erection Contract value.

| | | | |
|--------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------|---------------------------------------------|
| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SECI/C&P/TD/2020/TN/50</u> | <u>SFF</u> <u>Page 15 of 57</u> | <u>Signature of</u> <u>Bidder</u> |
|--------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------|---------------------------------------------|

Form F-4A

**PROFORMA OF BANK GUARANTEE FOR EARNEST
MONEY DEPOSIT (EMD) : NA**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for selection of the Project in response to the NIT No. _____ dated ____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the NIT of[insert the name of the Bidder] as per the terms of the NIT, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount] only, on behalf of M/s. _____ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with NIT] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with NIT]. SECI shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person.

50 MW (AC) Solar PV Power Project
with Land at Tamilnadu, India

Tender No
SECI/C&P/TD/2020/TN/50

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FORMS
Page 16 of 57

Signature of
Bidder

The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of this NIT] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Bank Contact Details & E Mail ID is to be provided

| | | | |
|--------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|--------------------------------------|
| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SECI/C&P/TD/2020/TN/50</u> | <u>SAMPLE</u> <u>FORMS</u> <u>Page 17 of 57</u> | <u>Signature of</u> <u>Bidder</u> |
|--------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|--------------------------------------|

Form F-4B

PROFORMA OF BID SECURING DECLARATION

(The Bidder shall fill in this Form in accordance with the instructions indicated)

Date: [date (as day, month and year)]

Tender No.: [number of Tendering process]

To: [complete name of Employer]

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer/Owner for the period of time of 24 months starting from the last date of bid submission, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer/Owner during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB/SCC clause.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder**

Title of the person signing the Bid

Signature of the person named above

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture/consortium specify the name of the Joint Venture/consortium as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture/consortium, the Bid-Securing Declaration must be in the name of all members to the Joint Venture/consortium that submits the Bid.]

Form F-5

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY BOND

THIS INDEMNITY BOND IS made this..... day of 20..... by **M/s.**, a Company registered under the Companies Act, 1956/ having its Registered Office at(hereinafter called as "Contractor" or "Obligor" which expression shall include its successors) in favour of M/s, a Company incorporated under the Companies Act, 1956/2013 having its Registered Office at and their authorised representatives/Employer i.e., Solar Energy Corporation of India Limited (SECI) and its Project athereinafter called "....." which expression shall include its successors and assigns) :

WHEREAS/ SECI has awarded to the Contractor a Contract vide its NOA NoDated & Contract Agreement No.....dated.....executed on (hereinafter called the "Contract").

NOW, THEREFORE, this Indemnify Bond witnesseth as follows:

1. That in consideration of Solar Photo Voltaic Plant as mentioned in the Contract, total valued at Rs. (Rupees only), valued as a summation of the referred contracts and handed over to the Contractor for the purpose of Performance of the Contract (s), the Contractor hereby undertakes to indemnify and shall keep M/s..... and their authorized representatives/Employer i.e., SECI, indemnified, for the full value of the Solar Photo Voltaic Plant during the tenure of this contract or its extension if agreed to.
2. Contractor confirm that they are aware of all the contractual obligations regarding payment to all personnel and labours including that of the sub – vendors & sub –contractors of Contractor, involved in this project., as well as various contractual, statutory and non – statutory obligations as per legal requirements and have complied with the obligations to the best of information and knowledge.

3. Contractor also confirms, that they are in compliance of all the provisions and requirements, including but not limited to, the following acts/ laws/ provisions and other applicable statutory and non-statutory regulations:
 - a. Contract Labor (Regulation & Abolition) Act 1970
 - b. Wages Act 1936
 - c. Minimum Wages Act 1948
 - d. Employer's Liability Act 1938
 - e. Workmen's Compensation Act 1923
 - f. Industrial Dispute Act 1947
 - g. Maturity Benefit Act 1961
 - h. Mines Act 1952
 - i. Employees State Insurance Act 1948.
4. Contractor, hereby confirm, that in the event any contractual or statutory obligation is found to be deficient in compliance or found non-complied, Contractor will indemnify M/s...../ SECI and take necessary actions to comply with the same within the permissible time period.
5. Contractor also confirm, should there be any charges or penalty, of any kind imposed on M/s.... or its authorized representatives i.e., SECI, for non-compliance of legal or statutory requirements by Contractor during its tenure of the contract, Contractor agrees to indemnify M/s..... and SECI against all damages, libel or suit, in full for the same on raising such a demand by M/s...../ SECI and promises to pay the same within 30 days.
6. We do further undertake that this above stated warranty is inclusive of materials and labour.
7. That the Contractor is obliged and shall remain absolutely responsible for the safe O&M/ protection and custody of the Solar Photo Voltaic Project against all risks whatsoever till completion of O&M Contract in accordance with the terms of the Contract. The Contractor undertakes to keep M/s..... and SECI harmless against any loss or damage that may be caused to the Solar Photo Voltaic Plant.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned

For Jakson Engineers Limited

(_____)

Designation: Director

Name:

Date:

(Authorized Representative of JEL)

Form F-6

NO DEVIATION CONFIRMATION
(To be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (*Insert name and address of Bidding Company*)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for the "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW (AC) Solar PV Project with Land at Tamilnadu, India".

Dear Sir / Madam,

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

**50 MW (AC) Solar PV Power Project
with Land at Tamilnadu, India**

**Tender No
SECI/C&P/TD/2020/TN/50**

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**Signature of
Bidder**

Place:
Date:

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

Form F-7

**DECLARATION REGARDING BANNING, LIQUIDATION,
COURT RECEIVERSHIP ETC.**

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

Ref.No. _____

Date: _____

From: _____ (*Insert name and address of Bidding Company*)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for the "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW (AC) Solar PV Project with Land at Tamilnadu, India".

Dear Sir / Madam,

We hereby confirm that we are not on Banning List by Employer/ Owner or Public Sector Project Management Consultant due to "poor performance" or "corrupt and fraudulent practices" or any other reason or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Employer/ Owner or the Ministry of New & Renewable Energy.

**50 MW (AC) Solar PV Power Project
with Land at Tamilnadu, India**

**Tender No
SECI/C&P/TD/2020/TN/50**

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Page 23 of 57**

**Signature of
Bidder**

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

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

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to Employer/ Owner by us.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Form F-8**DECLARATION****RESTRICTION ON PROCUREMENT FROM CERTAIN
COUNTRIES:****MoF OM No 6/18/2019-PPD dated 23.07.2020****(This should be submitted on the Letter Head of the Bidding Company/ Each Member
of Consortium)**

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to the Tender No datedfor the tender for
.....
.....

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23rd July 2020 issued by
Department of Expenditure, MoF, Govt of India.**Kindly provide the relevant declaration(s) pertaining to you.**

We are hereby submitting the following declaration in this regard:

50 MW (AC) Solar PV Power Project
with Land at Tamilnadu, IndiaTender No
SECI/C&P/TD/2020/TN/50**SAMPLE**
FORMS
Page 25 of 57**Signature of**
Bidder

Declaration 1:

Certification for Tenders

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

Declaration 2:

Certification for Tenders for Works involving possibility of sub-contracting

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

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

Dated the _____ day of _____, 20....

Thanking you,

We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Form F-9

| | | | |
|--------------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------|
| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SECI/C&P/TD/2020/TN/50</u> | <u>SAMPLE</u> <u>FORMS</u> <u>Page 26 of 57</u> | <u>Signature of</u> <u>Bidder</u> |
|--------------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------|

FORMAT FOR PERFORMANCE SECURITY BANK GAURANTEE

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for selection of the Project in response to the NIT No. _____ dated ____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the NIT of[insert the name of the Bidder] as per the terms of the NIT, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount]only, on behalf of M/s. _____ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with NIT] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with NIT]. SECI shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person.

The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of this NIT] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Bank Contact Details & E Mail ID is to be provide

Form F-10

SOLAR PLANT DETAILS

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

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW (AC) Solar PV Project with Land at Tamilnadu, India".

Dear Sir / Madam,

We hereby furnish the following details regarding the Solar PV plant:

| SI No | Description | | Bidder's Input |
|-------|--------------------------------------------|-------------------------------------------------------------|----------------|
| 1 | Land details: (Within Tamilnadu) | Location | |
| | | Total Area in Acres | |
| | | Latitude & Longitude | |
| | | Private Land in Acres- Complete Land transfer (Mutation) | |
| 2 | Grid Connection Point (As per Technical | Name of Primary Substation | |

**50 MW (AC) Solar PV Power Project
with Land at Tamilnadu, India**

**Tender No
SECI/C&P/TD/2020/TN/50**

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FORMS
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**Signature of
Bidder**

| | | | |
|---|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--|
| | Specification) | Alternate Substation (if applicable) | |
| | | Voltage rating & capacity of each interconnecting substation | |
| | | Nos. of Switchyard Bay [#] at each interconnecting SS (if applicable) | |
| | | | |
| 3 | Details of Transmission System from solar plant to interconnecting substation (Dedicated transmission system) | Length of Transmission Lines [#] (TL) | |
| | | Voltage level of transmission lines | |
| | | Transmission circuit and conductor configuration (Eg: Single Circuit Single Conductor) | |
| | | If existing transmission line is used, existing capacity and line description be mentioned | |

Bidder shall submit the Single Line Diagram and write up of proposed power evacuation system up to point of interconnection along with this form

Place:
Date:

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

Form F-11

**UNDERTAKING FOR INDEMNIFYING THE
EMPLOYER AGAINST ANY ENCUMBRANCE ON THE
PROJECT LAND TRANSFERRED TO EMPLOYER IN
RESPECT OF DEVELOPMENT OF THE SOLAR PV
PROJECT**

| | | | |
|--------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------|---------------------------------------|
| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | Tender No <u>SECI/C&P/TD/2020/TN/50</u> | <u>SAMPLE FORMS</u> Page 30 of 57 | <u>Signature of Bidder</u> |
|--------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------|---------------------------------------|

(On non-Judicial stamp paper of appropriate value)
UNDERTAKING FOR INDEMNIFICATION

We, M/s a Company incorporated under the laws of India having its Registered Office at (hereinafter called the Contractor) have been awarded by SECI Limited, a company incorporated under the Companies Act, 2013, having its Registered Office at D3, 1st Floor, Prius Platinum Building, District Centre, Saket, New Delhi 110017, (hereinafter called the Employer), a Contract for of50 MW CAPACITY vide Notification of Award no.....and Contract Agreement no Dated(hereinafter called the "Contract").

Whereas as per the Contract, the Contractor is required to *transfer the clear title of the land without any encumbrance in favour of the Employer for Development of Grid Connected Solar PV Project ofMW capacity in accordance with the terms and conditions of the Contract.

Whereas in line with the terms and conditions of the Contract, the Contractor has *transferred the title ofAcres of Land at village.....tehsil.....District.....in state of (hereinafter called the "Project Land") for the purpose of execution of its scope of work and for the Development of Grid Connected Solar PV Project of MW Capacity as specified under the Contract. The details of the land is enclosed under Schedule A, with this undertaking.

Now, in line with the provisions of the contract, we, the Contractor, undertake and confirm the following:

1. That we shall indemnify and hold harmless the Employer and its employees and officers for a period up to 10 years (in case of private land) from the date of the transfer of the title of land from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any encumbrance on the Project Land arising out in relation to the *transfer of title the land in favour of the Employer for the purpose of development of Solar Photovoltaic plant under Contract.
2. That if any proceedings are brought or any claim is made against the Employer in relation to the *transfer of title of the Project Land in favour of the Employer and the Employer has notified to us of such proceedings and / or claims, we shall promptly at our own expense and in the Employer's name conduct such proceedings or claim and do any negotiations and take all necessary actions for the settlement of any such proceedings or claim against the Employer.
3. That at the request of the Contractor, if the Employer affords all available assistance to the Contractor in conducting such proceedings or claim, we shall reimburse all reasonable expenses incurred in so doing to the Employer without any demur, reservation or protest.
4. That this Undertaking shall be irrevocable and this Undertaking shall continue to be enforceable till 12 years (in case of private land) from the date of the transfer of the title of Project Land.

Place:
Date:

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

SCHEDULE - A

| Particularsof theLand transferred in favour of SECI Limited | Quantity | Particularsof title Documents | |
|-------------------------------------------------------------------------|----------|-------------------------------|---------------|
| | | Area , Date | Other Details |
| | | | |

Form F-13

BIDDER'S EXPERIENCE

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

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW (AC) Solar PV Project with Land at Tamilnadu, India".

Dear Sir / Madam,

| Sl. No | Description of the Services | LOA /WO No. and date | Full Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase) | Postal & address of Engineer/ Officer-in-Charge (for cases other than purchase) | Value of Contract/ Order (Specify Currency Amount) | Date of Commencement of Services | Scheduled Completion Time (Months) | Date of Actual Completion | Reasons for delay in execution, if any |
|--------|-----------------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|----------------------------------------------------|----------------------------------|------------------------------------|---------------------------|----------------------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

**50 MW (AC) Solar PV Power Project
with Land at Tamilnadu, India**

**Tender No
SECI/C&P/TD/2020/TN/50**

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**Signature of
Bidder**

Form F-16

FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE
FOR FINANCIAL CAPABILITY OF THE BIDDER
(To be submitted on the Letter Head of the Chartered Accountant)

Ref.No. _____

Date: _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 50 MW (AC) Solar PV Project with Land at Tamilnadu, India".

Dear Sir / Madam,

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

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

And

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

**50 MW (AC) Solar PV Power Project
with Land at Tamilnadu, India**

**Tender No
SECI/C&P/TD/2020/TN/50**

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**Signature of
Bidder**

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

| Description | Year _____ |
|-------------------------------------------------------------|-------------------|
| | Amount (Currency) |
| 1. Current Assets | |
| 2. Current Liabilities | |
| 3. Working Capital (Current Assets- Current liabilities) | |
| 4. Net Worth (As mentioned under Annexure to BDS) | |

Yours faithfully

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

Name:

Date:

Place:

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

Name:

Date:

Place:

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 50% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

Form F-17

FORMAT FOR JOINT VENTURE AGREEMENT

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

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors & executors) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors & executors) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors & executors) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Tender No..... for *(insert name of the package alongwith project name)* of Solar Energy Corporation of India Limited, a Company incorporated under the Companies Act of 2013 having its registered office at D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi-110017 (hereinafter called the "Employer").

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

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

AND WHEREAS Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS forming part of the Tender Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure to BDS, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Qualification Criteria in Annexure to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract Performance Security will be as per the format F-9 enclosed with the Tender Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No..... dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

| | | | |
|--------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------|
| 50 MW (AC) Solar PV Power Project with Land at Tamilnadu, India | <u>Tender No</u> <u>SECI/C&P/TD/2020/TN/50</u> | <u>SAMPLE FORMS</u> <u>Page 36 of 57</u> | <u>Signature of Bidder</u> |
|--------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------|

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

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

completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

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

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

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

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

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

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

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

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

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

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Note:

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

Form F-17A

FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/ Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Tender No..... Package the bids for which have been invited by Solar Energy Corporation of India Limited, D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi-110017 (hereinafter called the 'Employer') to undertake the following acts:

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

**50 MW (AC) Solar PV Power Project
with Land at Tamilnadu, India**

**Tender No
SECI/C&P/TD/2020/TN/50**

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**Signature of
Bidder**

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

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

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

IN WITNESS, THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.