

## 18. Force Majeure

Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Government authorities, acts or war rebellion, sabotage, fire, floods, explosions riots earthquake, provided always that such occurrences result in impossibility of performance of the contract. Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

**19.** Implementation partner(s), on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc. Implementation partner(s) indemnify CESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by implementation partner(s) as per settlement solely. CESL has no role to play in this matter.

## 20. Interchangeability of Product

Implementation partner(s) is to submit interchangeability certificate for its product/components supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period, then the improved version of product can be used in warranty/maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost & terms and conditions.

## 21. Adherence to specifications

Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market / other sources and recover the loss, if any, from the bidder(s) reserving to ourselves the right to forfeit the security deposit, furnished by the bidder(s) against the contract. The bidder(s) shall make its own arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter material shall lie entirely at the bidder's risk and responsibility and storage charges, along with any other charges applicable, shall be recoverable from the bidder(s).

**22.** We reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof. We also reserve the right to split and place order on more than one bidder.

**23.** The bidder(s) should not have been black-listed by Central/ State Government or Public Sector Undertakings. If at any stage of tendering process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, CESL shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the tenderer & forfeiture of bid security/EMD/CPG.

## 24. Bid security declaration

The bidder shall furnish, as part of its bid, a bid security declaration in a separate envelope. The bid security declaration shall be given on Rs.100 stamp paper duly notarized, as per the format given in Attachment-2 of Section-6. Scanned copy of the bid security declaration shall be submitted online while submitting the bid against serial no 2 as mentioned in Section-4 (Envelope-1 pre-qualifying documents). Hard copy of the bid security declaration shall also be submitted manually in tender box on and before Technical e-bid opening date and time.

Signature :-  
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MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : mahendra.singh  
Serial No : 1318300

**25. Correspondence: Post award, all correspondence by successful bidder shall be addressed to as brought out below:-**

**Head (SCM)** – for all issues pertaining to clarifications w.r.t contractual and commercial issues or requiring amendments on the terms and conditions of LOA in general.

**Engineer-In-Charge (EIC)** - all the activities pertaining to execution of the works at site, as per the provisions under the terms of the LOA, on behalf of CESL

**26.Compliance with all Statutory Regulations:**

- a. Compliance of all the statutory requirements as may be required w.r.t the activities to be performed to execute the scope of work under the subject LOA including the requirements under Contract Labor Acts, safety of the workmen deployed, etc., shall be the responsibility of the successful bidder including all the expenditure incurred for the same. This includes all the requirements w.r.t the workmen under Sub-contractor(s) also. The successful bidder shall submit the documentation to CESL, on monthly basis, as required under the applicable statutory requirements.
- b. Successful bidder shall indemnify CESL for any accident, injury met by its labor, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by successful bidder as per settlement solely. CESL has no role to play in this matter.
- c. Disposal of failed BOQ items shall be arranged by the successful bidder, at their own cost, as per the relevant provisions of various acts/regulation in force from time to time.
- d. Vendor to provide/ submit PF and ESI compliance documents to CESL on monthly basis during the contract term. Further, please make sure to have the stipulation that "if vendor do not provide PF and/or ESI or document demanded by CESL within the stipulated time lines, then CESL reserves the right to terminate the contract at vendor's risk and cost".
- e. Vendor to ensure that the team deployed at site is equipped with proper safety gears such as safety shoes, reflective jackets, helmets, harness etc. The team must have proper Identity card.

**27.Documentation**

File names of all the documents submitted in soft form shall contain the topic of the subject document.

**28.Safety Compliance**

- a. Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc.
- b. Successful bidder(s) to indemnify CESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or successful bidder as per settlement shall pay any other person working for him solely. *CESL has no role to play in this matter.*
- c. The Bidder is advised to take out insurance for the period of the Contract, on the terms specified in the Special Conditions, including, but not limited to, the following:
  - Professional liability insurance;
  - Personal liability insurance;
  - Equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Contract; and
- d. CESL will not be responsible in case any accident/ mis-happenings with consultant employee or contract person and for any equipment damage or theft occurs and in no case CESL shall pay for it.

**29.Labour Laws to be adhered by Successful Bidder**

LOA to the contractors clearly specify that they shall ensure compliance of Labour Laws and shall indemnify CESL against the liability arising out of any injury to their workers deployed.

Advise the contractors, at various sites, to ensure compliance under the following basic Labour Acts and provisions there under on a priority basis:

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- Employees Provident Fund and Miscellaneous Provisions Act, 1952 (providing for PF contributions, Employee pension and Deposit Link Insurance)
- Employees State Insurance Act, 1948 (providing for medical, disablement, dependent benefits)
- Employees Compensation Act, 1923 (providing for Compensation against injury due to and during the course of employment)
- Minimum wages Act, 1948 (providing for minimum wages for various employments)

Further, other social security provisions have also to be complied with.


**Note:** The norms and measures mentioned are indicative and any other law/safety norms related to safety of the labour may also be adhered to.

### 30.Period of Validity of Bid

Bids shall remain valid for a period of 180 days after the closing date prescribed by the CESL for the receipt of bids. A bid valid for a shorter period may be rejected by the CESL as being non-responsive. In exceptional circumstances, the CESL may solicit the bidder's consent to an extension of the bid validity period. The request and response thereto shall be made in writing thro' letters/ e-mails. If the bidder accepts to prolong the period of validity, the bid security/EMD shall also be suitably extended. A bidder may refuse the request for Bid Validity Extension without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

### 31. Pre bid meeting :

- The official representative of the Bidders may attend the pre-bid conference. The schedule of the meeting shall be as mentioned in Section-1.
- The purpose of the meeting will be to clarify any issues regarding the bid process.
- Record notes of the meeting including the text of the questions raised and responses given will be transmitted to all the bidders who were present at the meeting and will also be put on the web-site. The clarifications that could not be furnished during pre-bid conference will be separately communicated to all the purchasers of the RFP.
- Non-attendance at the pre-bid meeting will not be a cause for rejection of a Bidder.
- Based on the discussion in pre bid meeting, CESL reserved the right for modification in RFP.
- Bidder(s) are requested to send the queries **till 5<sup>th</sup> working day after floating the tender** to the contact points mentioned in Section 1 in the following format (**excel or word editable file**). No queries shall be entertained after the deadline of submission of query is over.

Name of Tender				
Tender No.				
Tender ID				
Bid Opening Date				
Bidder's Name				
Contact person from Bidder with address, e-mail and Contact No.				
Sr. No.	Section No.	Description as Per RfP	Queries/ Clarification of the bidder	Remarks
	Page No.			
	Para No/ Clause No.			
1.	Section No.			
	Page No.			
	Para No/ Clause No.			
2.	Section No.			
	Page No.			
	Para No/ Clause No.			
 Signature :- Subject : DN=MAHENDRA SINGH, ST=DELHI, O=D.2.5.4.17=110063, OU=SUPPLY CHAIN MANAGEMENT, C=INDIA User ID : mahendra.singh Serial No : 13183D0				

3.	Section No.			
	Page No.			
	Para No/ Clause No.			



Signature :-  
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User ID : mahendra.singh  
Serial No : 13183D0

**Table A: Price-Bid for Solar PV modules**

**THIS PRICE BID IS FOR REFERENCE PURPOSE ONLY. BIDDER SHOULD FILL THE PRICES ONLINE ONLY.**

**Name of the Work: Procurement of 60 MWp solar PV module (330 Wp and above) for the State of Maharashtra**

**NIT/Bid Document No.:**

		<b>A</b>	<b>B</b>	<b>C</b>	<b>D = (C% of B)</b>	<b>E = (B+D)</b>	<b>F</b>	<b>G = (E+F)</b>
<b>S.no.</b>	<b>Item Description</b>	<b>Unit of Measurement (UOM)</b>	<b>Basic Price (BP) per UOM  (INR)</b>	<b>P&amp;F Charges (PF) (if applicable) (in % of Basic Price)  (%)</b>	<b>P&amp;F Charges  (INR)</b>	<b>Basic Price + P&amp;F Charges  (INR)</b>	<b>Inland Transportation from your works including loading, unloading and transfer to site, insurance and other costs incidental to delivery on FOR Destination (INR)</b>	<b>Total Price (FOR Destination Basis– per UOM) (BP+PF+ Inland Transportati on as per column F)  (INR)</b>
1	Crystalline Solar Photovoltaic (PV) Modules, as per Annexure-II (Technical Specifications & Standards)	Wp						

**\*Please note that Base Price Unit is inclusive of all duties & cess and exclusive of GST (In Rs.)**

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Serial No : 13183D0

**NIT/Bid Document No.: CESL/06/2021-22/Solar-PV  
module/212207021 Dated: - 29.07.2021**

**SECTION-4  
(Technical & SCC)**

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### **Other terms and conditions**

1. The Bidder shall indicate in the Price Bid, the unit prices in ₹ (INR) and total Bid prices of the Goods & Services in the prescribed format only. Bidders shall quote for the complete requirement of Goods and Services specified under the Contract on a single responsibility basis, failing which such Bids will not be taken into account for evaluation and will not be considered for award.
2. The bidder should compulsorily quote for all heads in the price-bid format for which separate analysis/ reasonable estimation of all heads should be done by the bidder before quoting the rates in the financial bid. Any contravention may lead to rejection of offer submitted.
3. If there is a discrepancy between words and figures, the amount written in words will prevail.
4. Any other item as required for commissioning the system for reliable and efficient operation to be provided within the quoted price.
5. Successful bidder should mandatorily register himself under GST act in respective state, where the goods/services will be rendered.
6. The bidder shall submit PAN and GST number in support of claim of GST.
7. Please note that selection of the bidder will be done on the technically acceptable and L-1 (Lowest One) price basis. Bidder should quote for complete scope of work as defined above.
8. Prices will remain firm till the execution of the contract.
9. Income tax, TDS, statutory taxes etc. will be deducted at source as per government policies.

I/We have read all the terms and conditions of RfP/IFB/NIT and the annexures thereto and agree to accept and abide by the same in toto. The above quotation has been prepared after taking into account all the terms and conditions of RfP/IFB/NIT.

(SEAL)

Signature of Tenderer or

Their Authorized Representative: \_\_\_\_\_

Dated: \_\_\_\_\_

Name & Address of Tenderer: \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax no.: \_\_\_\_\_

E-Mail: \_\_\_\_\_



Signature :-  
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**NIT/Bid Document No.: CESL/06/2021-22/Solar-PV  
module/212207021 Dated: - 29.07.2021**

**SECTION-4  
(Technical & SCC)**

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**Minimum Technical Specifications of Solar PV based Modules are as follow:**
**1. Technical Parameters**

Sl. No	Item	Remarks
1	PV Module Configuration	Mono or Multi crystalline photovoltaic module with 72 nos of cells in 12X6 configuration and 5 bus bar or better technology is to be used. The module construction and bill of material shall be as per vendor's approved IEC certification. <b><i>Please enclose: i. Module overall assembly drawing with mounting holes ii. Data sheet with typical electrical characteristics, I-V curves, temperature coefficients etc.</i></b>
2	Power Output	330 Watts and above, in 5 Watt band only. No negative tolerance accepted.
3	System Voltage	Modules shall be suitable for 1500V DC System Voltage application.
4	Efficiency	15% (min)
5	Fill Factor	0.75 (min)
6	Temp coefficient of Power	-0.43% or better
6	Operating Conditions	Modules shall be able to perform satisfactorily in relative humidity up to 85% with temperature between -40°C to +85°C and shall withstand adverse climatic conditions, such as high speed wind with dust/sand particles, saline climatic/soil conditions etc.
7	IEC Certifications	The PV modules supplied shall be with valid latest IEC certifications as below.  1. IS 14286- Crystalline silicon terrestrial photovoltaic (PV) modules – Design qualification and type approval  2. IS/IEC 61730-Part 1: Requirements for Construction, Part 2: Requirements for Testing  3. IEC 61701 (Salt Mist Corrosion testing)  4. IEC 62804 (PID Testing, 85 % humidity, 85 Deg. C, 1000 V or higher)  5. IEC 62716 (Ammonia corrosion testing)  Vendors shall use raw materials for manufacture of PV modules as per approved IEC Bill of Materials (CDF).
8	Module Safety Class	Safety Class -II
9	BIS Registration	As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, Government of India, PV Modules used in the grid connected solar power projects in India shall be registered with BIS and bear the Standard Mark as notified by the Bureau of Indian Standards.
10	ALMM Listing	As per MNRE order dated 10 <sup>th</sup> March 2021
11	Solar cells	Mono or Multi-crystalline solar cells
12	EVA	Fast cure type, UV resistant
13	Glass	High transmission, low iron, toughened glass

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14	Back Sheet	Back-sheet shall meet globally benchmarked durability properties such as moisture barrier, tensile strength, UV stability etc.
15	PV Module Frame	Corrosion resistant, anodized Aluminum.
16	Junction box	IP67 grade with min 3 bypass diodes, UV resistant & weather-proof <b>Junction box shall have two 4 sq mm UV resistant cables of minimum 1.2 metre length and plug-in connectors. Cables shall be of solar grade and shall conform to specification EN 50618.</b>
17	Adhesive for framing, junction-box fixing and potting	As per manufacturer's IEC test report
18	RFID	<b>RFID tag positioned inside the laminate.</b> RFID shall be durable for the entire life of panel and shall contain the following information: a. Name of module manufacturer with country of origin b. Month & year of manufacture of modules c. Name of cell manufacturer with country of origin d. Month & year of manufacture of cells e. IV curve f. Wattage, I <sub>max</sub> , V <sub>max</sub> , V <sub>oc</sub> , I <sub>sc</sub> , temperature coefficient of power & fill-factor g. Module model number h. Unique serial number i. Date of obtaining IEC qualification certificates j. Name of test lab issuing IEC certificates k. Other relevant information etc.
19	Nameplate	Each module shall be provided with a name plate label (sticker) containing the following information: a. Name of module manufacturer b. Module model number c. Overall Dimension d. Weight e. P <sub>max</sub> , V <sub>oc</sub> , I <sub>sc</sub> , I <sub>max</sub> & V <sub>max</sub> f. System Voltage g. Relevant standards and certifying lab name h. Warnings, if any i. Other relevant information, etc. Nameplate shall be clearly visible and shall not be hidden by equipment wiring. It shall be durable for the entire life of module.
20	BOM as per CDF of IEC Certificate	Solar cells and module materials shall be used as per approved CDF as per IEC Certificate.
21	.PAN File	.PAN file for each module wattage offered shall be provided for carrying out PVSYS calculations at our end.
22	Mounting hole pitch	Pl. provide mounting hole pitch details. Horizontal: Vertical: Mounting hole size:

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User ID : mahendra.singh  
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## 2. Quality assurance

Module Quality Plan, Data Sheet and GTP shall be subject to CESL' approval. Each lot of modules shall be subject to pre-dispatch inspection by CESL and CESL customer or any third party.

Quality plan will include the following:

- I. Incoming Quality Checks on bought out item
- II. In-process Quality Checks
- III. Sample tests on final product by the customer

Pre-shipment inspection at vendor's works will be carried out by CESL / CESL's customer/ Third party agency (Buyer's representative). The cost of inspection/ pre-dispatch inspection/ in-stage inspection shall be borne by the vendor. Travel expenses for the representatives for such inspections shall be borne by the buyer. However, in case re-inspection is necessitated on account of non-acceptance of item(s) due to failure on Factory Acceptance Test(s), the cost of associated travel and accommodation borne by the buyer shall be on account of the vendor. The vendor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Inspector.

On successful completion of pre-shipment inspection/ inspection waiver, CESL will issue material dispatch clearance certificate (MDCC) after which the vendor can proceed to the material dispatch. However, the vendor has to ensure the material dispatch (BL date/ LR date) within the no. of days as specified in the MDCC or as communicated by EIC.

## 3. Warranty

**Product warranty shall be for 10 years and performance warranty shall be for 25 years.**

PV modules supplied must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and not less than 80% at the end of 25 years from the commissioning of the solar project.

Modules that do not meet the above criteria shall be replaced free of cost at CESL's/customer's sole discretion.

## 4. Packing and Identification of Modules

The modules shall be packed in road worthy carton boxes made from triple-strength corrugated cardboard and resting on a wooden or plywood base. The PV modules packed in a carton box shall be of same power rating band. Carton box and Pallets shall be adequately designed to prevent damage or deterioration during transportation to site in remote road conditions, handling and storage in site till the time of its installation. The carton box should display the manufacturer's name, number of modules, type, serial numbers, module wattage etc. Modules found damaged at the time of opening of the cartons in the project site shall be replaced free of cost by the module manufacturer.

## 5. General Conditions

PV Modules shall be manufactured at the vendor's works only. Manufacturing clearance shall be given only after approval of manufacturing quality plan, Pre-Shipment inspection plan and approval of drawings and datasheet by CESL.

## 6. Confirmation by the bidder on letter head in envelop II



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User ID : mahendra.singh  
Serial No : 1318300

NIT/Bid Document No.: CESL/06/2021-22/Solar-PV module/212207021 Dated: - 29.07.2021	SECTION-4 (Technical & SCC)	Page 26 of 28
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Sl. No.	Item	Acceptance by the Module manufacturer (Yes / No)
1.	Mono or Multi Crystalline PV Modules with power output $\geq 330$ Wp in 5 watts bands.	
2.	Mono or Multi Crystalline PV Modules suitable for 1500 V System Voltage application	
3.	Availability of IS14286, IEC 61730-1 & 2, IEC 61701, IEC 62804 and IEC 62716 test certificates and IEC Test reports with CDF.	
5.	PV Modules registered with BIS (Bureau of Indian Standards)	
6.	Junction box cable length : 1.2 Metres minimum	
7.	RFID Tag be inside the laminate	
8.	Adherence to Manufacturing Quality Plan and Pre-Shipment Inspection as per customer	
9.	Bill of materials as per subset of the CDF of the IEC Certificates	

## 7. Required Testing

The test program for the Factory Acceptance Tests (FAT) shall be submitted to CESL for approval at least 4 weeks prior commencing of tests. The test report shall be submitted prior to shipment of material. CESL reserves the right to visit the PV module factory at any time during manufacturing process to assess quality and production scheduling status.

### Additional Independent Test

Additional independent certified Third Party testing of the PV modules is required. The bidder shall propose a list of Third Party testing laboratories for CESL approval. The bidder shall organize and facilitate the CESL visit and/or testing in the factory or laboratory, if required.

CESL reserves the right to select PV modules randomly for the following tests:

- Module performance tests
- Module behavior test (irradiation and temperature)
- Module electroluminescence tests
- Module thermography imaging tests
- All testing must be included in the proposal and be supported by the bidder.

### Safe Disposal of Solar PV Modules

The bidder will ensure that all Solar PV modules from their plant after their end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

### Authorized Test Centers

The PV modules deployed shall have valid test certificates for their qualification as per above specified IEC/ BIS Standards by any of the NABL Accredited Test Centers in India. In case of module types/ equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member Labs abroad will be acceptable.



**Inspection**

Signature :-  
 User ID : mahendra.singh  
 Serial No : 1318300

CESL reserves the right to test the Solar PV Modules before the dispatch to confirm their standards to the contract specifications at no extra cost to CESL. Bidder to submit and take the approval on the quality plan (including Visual, Dimensional, High Voltage, Flash Test, Electroluminescence test etc.) for solar PV modules from CESL. If required, the pre dispatch testing of the Solar PV Modules shall be done at the manufacture's place. These tested parameters should match the IEC/ISI/MNRE standards of tender. If components of the system are not as per the standards, entire lot has to be replaced with new components which shall confirm to the standards mentioned in the tender at Supplier's cost. CESL, reserves the right to verify flash test reports of Solar PV modules.

Signature :-  
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## SECTION 5

### 1. Measurement and Verification (M&V)

Not Applicable for this tender

## SECTION-6

### Forms & Procedures

### ATTACHMENT – 1

#### BID FORM

To,  
Head (SCM)  
Convergence Energy Services Limited.  
(A 100% EESL Owned Subsidiary)  
Core-3, 2<sup>nd</sup> Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

**Subject:** - “Procurement of 60 MWp solar PV module (330 Wp and above) for the State of Maharashtra

NIT/Bid Document No.: CESL/06/2021-22/Solar-PV modules/212207021      Dated: - 29.07.2021

Dear Sir,

With Reference to your subject IFB/RfP, we are pleased to submit our bid for “.....”  
.....” in a sealed cover as detailed below:

Envelope 1: Bid document fee/cost of tender documents [wherever applicable], Bid Security Declaration , Bid Form, Power of attorney, Certificate regarding acceptance of important terms and conditions, Form of acceptance of CESL fraud prevention policy.

Envelope 2: Price Bid

We confirm that we have quoted as per instructions and terms and conditions of tender documents. We have submitted all the four attachments as stated in “Instructions to Bidders”

We declare that the prices left blank in price schedule/price bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes including service tax, entry tax (if any), duties, levies, charges as may be assessed on us.

We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Attachment-5 save those pertaining to any rebates offered, shall not be given effect to.

We undertake, if our bid is accepted, we shall commence the work immediately upon your Letter of Intent /Letter of Award to us, to achieve completion of work within the time specified in the bidding documents.

If our bid is accepted, we undertake to provide contract performance securities and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the times specified in the bidding documents.

We agree to abide by this bid for a period 180 days from the date of opening of bids as stipulated in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares, if asked for; contained in our bid shall re-main valid for the entire project period after placement of LoI/LoA.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Intent/ Letter of Award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any other bid you may receive.

We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made

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