

Interpretations

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.



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

PART-C: Scope of Work

PROJECT NAME: Procurement of 60 MWp solar PV module (330 Wp and above) for the State of Maharashtra

1. PROJECT BACKGROUND

Convergence Energy Services Limited (CESL), a wholly owned subsidiary of EESL, GoI intends to procure 60 MWp solar PV module for supplying to its decentralized grid connected solar project in the State of Maharashtra for solarisation of agriculture feeders under Maharashtra Government's Mukhyamantri Sour Krishi Vahini Yojana (MSKVY).

2. Project Scope and Technology Selection

2.1 Scope

Under the MSKVY, CESL is going to establish decentralized solar PV based power plants/Solar Power Generating Systems (SPGS) with capacities ranging from approx. 0.3 MW to 10 MW on the vacant/spare land available of MSEDCL/MSETCL/Govt. or Gram Panchayat (GP). CESL will be supplying the solar PV modules to the System Integrators who, in turn, will establish the solar PV based power plants and provide Operation and Maintenance services for a period of 25 years.

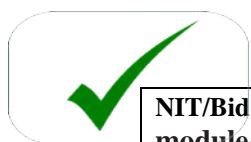
This RFP is limited only to Procurement of 60 MWp crystalline solar PV module (330 Wp and above) for the State of Maharashtra. In case of change in location of delivery i.e. to any other State, extra transportation charges may be taken into consideration.

The bidder is required to quote on Rs./Wp basis. The bidder shall design, manufacture and supply solar PV modules at various districts in the State of Maharashtra within a period one year from the date of LoA, in accordance to the provisions of this RFP document. Solar PV Modules should be in accordance to the technical specification as mentioned in the Annexure II.

2.2 Proposed System

Site Description

- 2.2.1** The requisite spare land available in the existing MSEDCL/MSETCL/Govt. or Gram Panchayat for implementation of proposed decentralised solar PV power plants, in the state of Maharashtra will be handed over to the System Integrators (SI) for further Implementation/ development work.
- 2.2.2** CESL will issue the dispatch instruction to the successful bidder of the solar PV modules. Dispatch instructions will include the address of the land/site wherein the solar power plant are going to be installed and contact details of CESL and/or its authorized official who will be receiving the modules at land/site.
- 2.2.3** Successful bidder will be required to submit the module dimensions/drawings to CESL before proceeding to the manufacturing stage.
- 2.2.4** Successful bidder will be required to submit solar PV modules GA drawings and other documentation including PAN files to CESL.
- 2.2.5** CESL is under discussion with other states for implementation of similar program on a large scale. Therefore, any such requirement of solar PV modules in other state arises, in such a case CESL may direct the successful Solar PV module bidders for supplying the solar PV modules to the newly interested States.



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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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2.3 Project Scope

The scope of this RfP covers:

A. Design, Manufacture, Testing and Supply:

The bidder shall be responsible for design, engineering, manufacturing, testing and supply of the crystalline solar PV modules of wattage 330 Wp and above in accordance to the technical specifications as mentioned in the Annexure II.

B. Required Documentation

Complete documentation shall be provided for the design, manufacturing, testing, installation, commissioning, start-up, operation, maintenance, repair and disposal of the PV modules and their components.

The bidder shall provide the minimum following documentation:

1. Technical data sheets
2. Test reports (Including Flash test Report, Electroluminescence test reports) and commissioning protocols (if any)
3. Installation manual
4. Factory testing quality protocol
5. Performance Guarantee
6. CE Conformity Declaration

C. Quality

For the PV modules the quality certificate in accordance to the technical specification as mentioned in the Annexure II shall be provided. The flash test data of each PV module shall be submitted to CESL in a form of spreadsheet and pdf.

The Bidder has to deliver a quality control report, which shall include the flash data, thermography imaging and electroluminescence test of each module.

D. Operation & Maintenance (O&M):

D.1 Bidder has to submit an Operation, Instruction and Maintenance Manual, in English and the local language. The following minimum details must be provided in the Manual:

1. Basic principles of Photovoltaic.
2. Type & Model number, used in the system.
3. Write up on routine maintenance (including cleaning instructions/schedule etc.)
4. Preventive maintenance schedule
5. Detail information about warranty coverage
6. DO's and DONT's.
7. Name and address of the contact person for repair and maintenance, in case of non-functionality/any other fault etc. of the supplied module(s).

D.2 The bidder shall provide performance warranty for contract period of 25 years from the date of successful delivery of the solar PV modules at site(s) anywhere in the State of Maharashtra.

Type of project location /sites in Maharashtra:

SL No.	Particulars of Available Lands
1	MSEDCL
2	MSETCL
3	GRAM PANCHAYAT (GP)
4	Other Govt.

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3. QUALIFYING REQUIREMENTS:

The bidder has to fulfill the Qualifying Requirements and to submit the documents with necessary details pertaining to the same, as stipulated in the Annexure II.

QUALIFYING REQUIREMENTS

In addition to the satisfactory fulfillment of requirements stipulated under section ITB, the following shall also apply:

Note: Apart from the criteria given below, past performance of bidder with CESL, i.e., related to quality, supply, performance, commissioning etc. shall be taken into consideration by CESL during bid evaluation.

Sr No. (A)	Criteria (B)	Documents to be submitted (C)	Particulars in brief of the Documents submitted Bidder on Covering Letter (D)
1	The bidder should be a firm registered/incorporated under Companies Act, 1956 or Companies Act, 2013, and further amendment (s) Consortium is NOT allowed in this tender.	Photocopy of Certificate of Incorporation issued by the Registrar of Companies AND Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision/ article number which highlights the objects relating to automated in-house manufacturing /assembling facilities for Solar PV Modules.	1. Nature of firm: under Companies Act..... 2. Company Incorporation Certificate No._____ Date : _____, 3. Article Number in AoA/MoA as per previous column.....
2	The bidder should be minimum Three (03) years old from the original date of bid opening and having in-house manufacturing facilities for Solar PV Modules having a module manufacturing capacity of at least 18 MW.	Copy of Excise Duty/GST Registration Certificate as a 'Manufacturer' and Factory License under the Indian Factories Act, 1948. AND Self-Declaration on Company Letter Head (having PV module supplier name, Manufacturing Plant Address: Manufacturing capacity / annum and website) certified by Chartered Engineer stating manufacturing capacity of at least 18 MW.	1. ECC/GST No. and date 2. Factory License No. and date..... 3. Self-Declaration Letter No and Date
3	The bidder should have the following technical capacity: The Bidder shall have designed, Manufactured, Tested and Supplied at least following solar PV cell/module capacity anywhere in the world in the last Three (03) years	Copy of all the claimed Work/Purchase/Supply Orders/Contracts/LOAs AND Material Receipt	Tabular details comprising of Order No.; Order Date; Client's Name; Description of Project; Supply/Completion Period (with from/-to- dates);

	<p>years from original date of bid opening: -</p> <p>(a) One work of at least 48 MWp. OR</p> <p>(b) Two work orders of at least 30 MWp each. OR</p> <p>(c) Three work orders of at least 24 MWp each.</p>	<p>Certificates/Work Completion Certificates/Payment Receipts/Client's Letter regarding release of Security Deposit/CPG on successful completion of Order are required to be submitted.</p>	<p>Ref. No. & Date of commissioning Certificates/ PO/Work Completion Certificates/other documents.</p>
4	<p>The bidder should have latest and valid ISO 9001 certification from internationally recognized Certification Authority.</p>	<p>Relevant certificate is to be submitted</p>	
5	<p>Bidder to submit signed and stamped confirmation as per sl no. 6 of the annexure-II of Section-IV of RfP</p>	<p>Signed and stamped on company's letterhead pad</p>	
6	<p>Bidders should have Average Annual Turnover (ATO) of at least INR 37 Crores for immediately preceding last three financial years 2018-19, 2019-20 and 2020-21:</p> <p>In case, bidder is unable to provide audited financial statement for FY 2020-21, then audited financial statement of FY 2017-18, 2018-19 & 2019-20 shall be considered.</p> <p>ATO means revenue from operations.</p>	<p>Duly authorized copy of audited annual report for preceding last three financial years (i.e. 2018-19, 2019-20 and 2020-21) is to be submitted by bidder.</p>	<p>1. M/s _____</p> <p>2018-19 _____</p> <p>2019-20 _____</p> <p>2020-21 _____</p>
7	<p>The bidder should be profitable in last financial year i.e. 2020-21 and the respondent should be profitable in any one of the year out of two financial years which are 2018-19, 2019-20.</p> <p>In case, bidder is unable to provide audited financial statement for FY 2020-21, then audited financial statement of FY 2017-18, 2018-19 & 2019-20 shall be considered.</p> <p>Profitability means: Profit after tax</p>	<p>Duly authorized copy of audited annual report for preceding last three financial years (i.e. 2018-19, 2019-20 and 2020-21) is to be submitted by bidder.</p>	<p>M/s _____</p> <p>2018-19 _____</p> <p>2019-20 _____</p> <p>2020-21 _____</p>
8	<p>The Net worth of bidder in immediate last financial year (2020-21) shall not be less than 100% of the paid-up share capital.</p> <p>In case, bidder is unable to provide audited financial</p>	<p>Duly authorized copy of audited annual report for preceding last three financial years (i.e. 2018-19, 2019-20 and 2020-21) is to be submitted by bidder.</p>	<p>Net worth Details</p> <p>2019-20: _____</p>

	statement for FY 2020-21, then audited financial statement of FY 2017-18, 2018-19 & 2019-20 shall be considered.		
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Important Points:

- CESL reserves the right not to seek any deficient document/clarifications from the bidders after opening of techno-commercial bid. If any bid is found to be in non-conformance to the tender conditions or deviating from the tender, CESL reserves the right to out rightly reject such bid without seeking any clarification. Bidder to take cognizance of the same and submit their bid accordingly.
- CESL reserves the right to use in-house available data, if required, to evaluate the tender including data/documents submitted by the bidder in their previous tender(s). however, this should not be understood that relevant documents/certificates or any other requirement as required in the instant RfP is not to be provided by any bidder participating in the tender who has earlier participated in any of the earlier tenders by CESL.

For Start-up firms as per Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E) and MSMEs relaxation will be given in this tender as per Clause No. 2.4 of Section 2 of this tender.

Note:

All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief in column D.

- “Holding Company “and “Subsidiary “shall have the meaning ascribed to them as per Companies Act, 1956 or , in vogue.
- In case bidder has been found to be defaulting on the delivery/installation eriod (in LoA issued) as per assessment (supply, installation etc.) will be liable to be rejected.
- In case the Bidder does not meet the requirement of clause above on its own, it can quote on the basis of experience of its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company. In such a case the consolidated experience of Bidder and/or its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company shall be considered, as applicable.
- Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- In case a bidder does not satisfy the ATO criteria, stipulated on its own, the holding company would be required to meet the stipulated turnover requirements at above, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a Letter of Undertaking from the holding company, supported by Board Resolution, as per the format enclosed in the bid documents (attachment-9 section-6 Forms & Procedures, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award. However, Bidder & Holding company, both in this case still has to meet the profitability criteria as highlighted at clause 4 above.
- Other income shall not be considered for arriving at annual turnover.
- The supporting documents in support of above Qualification Requirement should be submitted along with tender document, otherwise Techno-commercial offer submitted by the bidder is liable to be considered as non-responsive.
- All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief.

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NOTE:

- 1) The supporting documents in support of above Qualification Requirement should be submitted along with tender document, otherwise tender will be rejected.
If bidder is not meeting any Qualification Requirement as defined above, it should clearly intimate the same in deviation form or on its letter head.
- 2) All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief in column D.

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PART-D: SPECIAL CONDITIONS OF CONTRACT

1. Terms of Payment

- 1.1. All the payments shall be subject to fulfillment of the following prerequisites:
 - 1.1.1. Submission of Contract Performance Guarantee (CPG) as per CPG clause.
 - 1.1.2. Acceptance of LOA and signing of Contract Agreement.

Payment towards cost of Solar PV modules delivered/supplied, including transportation, handling and insurance, etc.: Upon delivery of material at site in good condition and verification thereof by Engineer in-Charge (EIC), the payment for the quantity supplied, to the bidder(s) shall be made in the following manner:

Particulars	Payment % (of the total supplied quantity)
Within 30 days of receipt of the supplier's invoice at CESL office with receipt acknowledgement, signed and stamped by EIC/CESL-authorized representative at designated delivery location(s)	85%
Within 90 days of receipt of the supplier's invoice at CESL office with receipt acknowledgement, signed and stamped by EIC/CESL-authorized representative at designated delivery location(s)	15%

However, the following details are to be furnished by the supplier during their first delivery to a particular location/site: -

- a) Customer Care Number for complaint handling.
- b) Address and contact details of the center / manufacturing unit for replacement (if any) which must be operational till the warranty period.

Or

- b) Supplier has to make arrangement for the replacement mechanism (in case of defects) and submit the address and contact details for the particular city/district, which must be operational till the warranty period.

If the supplier fails to provide the details for the replacement center and mechanism, the Bank Guarantee submitted by the bidder may be encashed by CESL for making necessary arrangements for replacement mechanism.

Notes:

- a) Prices are inclusive of P & F charges and inland transportation charges including loading, unloading and transfer to site, insurance and other incidental to delivery. However, GST/duties shall be payable extra by CESL
- b) **Price will remain firm till the execution of the contract.**
- c) The payment will be made to the bidder within 30 days after submission of Invoices complete in all respect i.e. with all the required documents and compliance of relevant terms and conditions of the LoA duly accepted and certified by EIC.
- d) If invoice is incomplete in any respect or if there is any non-compliance with relevant terms and conditions of LoA, 30 days shall be counted from the date of submission of all necessary documents provided that relevant terms & conditions of LoA have been completed.

2. Warranty

Warranties of Solar PV modules includes following:

- i. Power Output Warranty, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- ii. Product Warranty of at least 10 years on material and workmanship.



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

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3. Selection of Bidder

Selection of bidder will be done on the technically acceptable lowest evaluated (L1) cost basis of Price-Bid. Price bid should be unconditional, failing which the bid shall be summarily rejected. The price to be quoted as per the prescribed format of price bid. Price will remain firm till the execution of the contract.

4. Supply Schedule

Scope	Details
Contract Period (in years)	25 years
Scheduled Supply	<p>One year from the date of LoA (Tentative) or as intimated by the EIC of the project.</p> <ol style="list-style-type: none"> 1. This is not a firm quantity and will be subject to availability of site/land for setting up solar projects. 2. Site wise PO will be provided for supply of solar PV modules.

5. Evaluation Criteria

- Tender will be evaluated on per Wp of Solar PV modules.
- Techno-commercially suitable bidders having the lowest price shall be considered as L-1.
- The bidder has to quote for minimum 36 MWp of solar PV modules.
- Subsequently suitable nos. of bidders and as per the maximum quantity declared to supply in their bid may be asked to match the price of L-1.
- CESL reserves the right to split the total order quantity amongst more than one supplier OR to award it to single successful bidder. The allocation of quantity among bidders other than L-1 (who matches the L-1 price) shall be based on the price bid hierarchy, i.e. L1 and L2 subject to matching the L-1 price for complete scope of work. In case the complete quantity does not get covered as per the above-proposed arrangement, then the original hierarchy shall be taken into consideration. The award to L2 shall be subject to their acceptance of L1 rates with all other terms and conditions as per tender.
- The distribution pattern for splitting the order in all or price-bid as deemed suitable at matched rate will be as indicated below.

In case of Distribution between	Ratio in percentage
Two Parties (L1 : L2)	60% : 40%

The above percentage will be subject to variation at CESL's sole option under the following circumstances;

- Total maximum quantity offered at matched rate by the vendors is less than the required quantity.
 - Quantity offered by the vendor for matching is less than percentage given above as per hierarchy.
 - Further, in case a party is not able to supply quantity allocated to them as per scheduled timelines, CESL reserves the right to shift the part/full quantity to other bidder, who has matched the price.
- If total quantity offered by the parties (at matched rate) is less than the total required quantity, CESL at its sole option can increase the no. of parties.
 - Please note that in all cases Matching of Prices will be on total landed cost for complete scope of work.

- It will be the sole discretion of CESL to award the quantity irrespective of the quantity mentioned by the bidder. CESL reserves the right to divert the awarded quantity of successful bidder if the bidder does not perform within first two weeks as per the schedule.
- The illustrative format & notes for price bid shall be referred at **Table-A of Annexure-I**.
- If a bidder(s) has quoted for full quantity, it shall mean that the bidder(s) is obligated to deliver the entire quantity as per the delivery schedule and agreed terms and conditions.
- **In addition to above mentioned points, the evaluation shall be carried out in accordance with evaluation methodology stipulated in Order No: P-45021/2/2017-PP (BE-II) dated: 16-Sept-2020 of Department of Promotion of Industry and Internal Trade**
- The terms and conditions pertaining to MSEs shall be referred at clause 2.4 of section II of this tender and shall be applied accordingly [Refer to Important Note Given below].
- If any other unforeseen situation/s arise apart from those mentioned above, decision of CESL should be binding on the Bidders.

IMPORTANT NOTE:

The benefits to MSEs as mentioned in Section 2, shall be available only for Goods/Services produced & provided by MSEs.

Bidder shall carefully go through the revised criteria for classification of MSEs as per Gazette ID Number CG-DL-E-01062020-219680 dated: 01-06-2020 and notifications/orders issued by Ministry of MSME from time to time.

As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy."

MSEs seeking exemption and benefits should enclose an attested/self-certified copy of registration certificate as a part of their bid in Envelope-I, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

Bidder may refer to Notes Point (c) and (g) at Page 16 of Section-2 and shall carefully go through all the guidelines mentioned in Section-2 and ensure fulfilment of all the requirements for seeking exemptions and benefits applicable to MSEs.

In case of submission of Udyog Aadhar Memorandum/Udyam Registration to claim benefits applicable to MSEs, NIC (National Industrial Classification) code mentioned below shall be acceptable as a proof of the fact that the bidder is registered as MSE for the tendered item.

Sr. No	5 Digit NIC Code	Description
1	35105	Electric power generation using solar energy
2	26103	Manufacture of integrated circuits (analog, digital or hybrid)

- **Note: If NIC codes as mentioned above are not found in the submitted Udyog Aadhar Memorandum/Udyam Registration, then in such a case the benefits applicable to MSEs shall NOT be given to the bidder.**

6. Security deposit/Contract Performance Guarantee (CPG):

Successful bidder is required to submit the performance security in the form of Demand Draft / Pay Order or Bank Guarantee for the 3% of **total contract value** within 28 days from the date of issuance of LoA. The

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performance security must be valid to cover Delivery Period + Warranty period + Six Month Claim Period.

The Performance Security shall be denominated in INR.

Performance Security must be valid to cover Delivery Period + Warrantee Period+ Six Month Claim Period. In case Bidder provides Performance Security for shorter duration, it shall be for a minimum period of 3 years + 6 months claim period and CESL reserves right to invoke Performance Security in case extended Performance Security /fresh Performance Security is not furnished at least 30 days prior to expiry of original Performance Security. In this regard further an undertaking has to be submitted by vendor that if vendor fails to provide second BG then CESL can impose the penalty and forfeit the Bank Guarantee.

Any delay in submission of CPG shall be deemed as accruing of financial benefit to the supplier and CESL may take necessary interest penalty recovery action (interest @ SBI's MCLR + 2 %) from the payments due to the supplier for the period of delay. However, this provision does not bind CESL in any way from proceeding against the supplier (including forfeiture of EMD, cancellation of the empanelment/LOA, etc.) for non-compliance towards non-submission of the CPG.

Bank guarantee shall be from any Nationalized Banks/other scheduled private banks as per list given in Section 4. CESL shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder in connection with the contract including of guarantee obligations.

Failure of the Successful Bidder to comply with the requirements of IFB/RfP shall constitute sufficient grounds for the annulment of the award and forfeiture of the Contract Performance Guarantee.

The Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI bank include unique identifier CESL578807920 in field 7037 of the SFMS cover message with IFSC code ICIC0000007.

BG Advancing message –IFN 760COV / IFN 767 COV via SFMS	
Field Number	Particulars (To be mentioned in Row -1)
7037	CESL578807920

7. Action by CESL if L1 backs out:

After opening of price bid, if L1 bidder backs out, the bidder will be put on holiday list of CESL for a period of one year. During this tenure, the bidder will be barred from participation in CESL tendering process. However, bidder has to continue the unexecuted work of the other prevailing work if any under the current running contracts. Simultaneously, the EMD submitted by such bidder against the subject tender will be forfeited. If bidder is exempted from submission of EMD, then the EMD amount will be adjusted from the payments due to the contractor against other running contracts. If there is no running contract of the bidder/ no payment dues of the bidder, then CESL reserves the right to take any legal remedy as deemed fit to recover the penalty equivalent to EMD amount through legal means.

8. Liquidated Damages:

In case of any delay in the execution of the order beyond the stipulated time schedule decided including any extension permitted in writing, CESL reserves the right to recover from the bidder a sum equivalent to 0.5% of the value of the delayed supplies on the unexecuted portion of work for each week of delay and part thereof subject to a maximum of 10% of the total value of the contract.

Alternatively, CESL reserves the right to purchase of the material and completion of the works from elsewhere at the sole risk and cost of the successful bidder/contractor and recover all such extra cost incurred by CESL in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc. Further, if any extra cost is incurred by CESL due to delay in work completion by the party beyond the completion time as per PO/LOA, the same shall be recovered from the party's invoice/CPBG etc.

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Alternatively, CESL may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.

9. Penalty

During the O&M period of the project, in case the CESL/appointed agency finds that the performance of the module(s) is not as per the power output warranty, then CESL/appointed agency will carry out the testing in any of the NABL accredited laboratories to evaluate the performance of the module(s).

In case the performance of the Solar PV module(s), after being tested in NABL accredited laboratory (ies), is not as per the warranties, then the supplier shall immediately replace the module(s) with new one at site also, supplier shall reimburse all the expenses incurred by CESL/appointed agency towards testing the module(s).

In this case, supplier shall also be liable to pay the penalty for shortfall in energy generation for the period during which the modules are being tested (date of removal of the modules from the solar power project and replacement of the new modules in the solar power project(s)) as per below table:

Description	Calculation
Penalty	4.56 kWh/day x Tariff (Rs./kWh) (As per PPA signed between EESL/CESL and DISCOM/GENCO) X (No. of days from date of removal of the modules from the solar power project and replacement of the new modules in the solar power projects)

Illustration for penalty explanation:

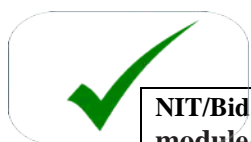
Solar PV modules of capacity 1 kW were removed from a solar plant on 1st Jan 2022 and replacement with new modules was carried on 15th Feb 2022. In this case, shortfall of energy generation will be applicable for 46 days (1st Jan to 15th Feb 2022). Accordingly, a penalty of approx. Rs. 652 will be applicable on supplier (considering tariff of Rs. 3.11 per unit).

The Penalty amount calculated may be adjusted from any amount payable by CESL to the contractor or CPG.

10. Applicable Taxes, Duties & levies:

- The above prices are inclusive of all cess and duties, transfer to site, insurance, other costs incidental to delivery and also excluding GST (IGST, SGST, CGST, UTGST). Successful bidder should mandatorily register under GST act of the particular state. The bidder should ensure all the GST compliances are fulfilled for the GST collected from CESL and same should be reflected on GST portal (GSTR-2A) in credit of CESL. Any other charges/cost/TA/DA is also included in the above contract price
- If there is increase or decrease in the taxes and duties subsequent to supplier's offer within the contract delivery schedule of supply due to change in rate or introduction of new tax or deletion of existing tax or interpretation/ application of tax etc., CESL will reimburse the actual tax.

In case of failure to achieve completion as per contract delivery schedule of supply, CESL will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax etc. Whereas taxes at actual rate shall be paid in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc., in the event of late delivery after the contract delivery period.



Signature :-
Subject : CN=MAHENDRA SINGH, ST=DELHI, O=D.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 1318300

11. Adjudicator:

Adjudicator under the contract shall be appointed by the Appointing Authority i.e. MD (CESL). If the bidder(s) does not accept the Adjudicator proposed by CESL, it should so state in its bid form and make a counter proposal of an adjudicator. If on the day the contract agreement is signed, the CESL and contractor have not agreed on the appointment of adjudicator, the adjudicator shall be appointed, at the request of either party, by the appointing authority specified.

12. Arbitration:

Arbitration shall be carried out as per Arbitration Act 1996 and its subsequent amendment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The courts of DELHI shall have exclusive jurisdiction in all matters arising under the contract.

13. Completion time:

The bidder has to complete the detail scope of work of this RfP in all respect within 12 months from the date of issuance of first PO (Purchase Order) CESL shall notify the supply of solar PV modules on site wise basis. In case of any delay in issuance of dispatch instructions, CESL will provide necessary extension in the contract as per mutual agreement between both the parties.

14. The Bidder(s) shall be deemed to have examined the Bid document, to have obtained its own information in all matters whatsoever that might affect carrying out the Works in line with the Technical specifications and Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of its Bid. The bidder(s) shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labor involved, wage structures and as to what all works he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bid documents.

15. Quantity Variation:

CESL reserves the right for quantity variation up to +/-20%. Further, CESL reserves the right to place a repeat order in case of urgency for part quantity in the Letter of Award for similar work on same prices, terms and conditions. Also, CESL reserve the right to ask the implementation partner(s) to deliver the part quantity placed on them anywhere in territory of India on same prices, terms and conditions. However, any such quantity variation/placement of Repeat Order shall need to be authorized through prior amendment of the LOA/issuance of fresh LOA to that effect.

16. Insurance:

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor, for an amount not less than the Contract Price of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and strikes

17. Transportation, Demurrage, Wharf Age, etc.

Contractor is required under the Contract to transport the Goods to place of destination defined as Site. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.

Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc. Successful bidder indemnifies 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 successful bidder as per settlement solely. CESL has no role to play in this matter.

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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