



**THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVERNMENT COMPANY)**

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e -TENDER NOTICE (NIT)

FOR

Consultancy services for carrying out feasibility study and preparation of DPR for development of Solar Power Projects for a period of 2 years on Rate Contract basis, as detailed in the NIT.

TENDER No. : E0121O0402 dated.31.01.2022



THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVERNMENT COMPANY)
 CORPORATE MATERIAL PROCUREMENT DEPARTMENT
 KOTHAGUDEM COLLIERIES P.O - 507101
 DIST: BHADRADRI KOTHAGUDEM - TELANGANA (STATE)
 CIN:U10102TG1920SGC000571
 GST NO: 36AAACT8873F1Z1
 TELEPHONE: 91-08744-235504 / 235500 / 243109
 TELE FAX: 91-08744-245651; e-mail ID: gm_pd@scclmines.com.
 Company Web site: www.scclmines.com

NOTICE INVITING TENDERS (NIT)

Sub: Consultancy services for carrying out feasibility study and preparation of DPR for development of Solar Power Projects for 2 years period on Rate Contract basis.

Enquiry Number	E0121O0402 dated.31.01.2022
Tender ID	295327
Tender Category	Products/ Services
Order Type	Rate Contract / Firm Order
Mode of Tendering	e-Tendering / Tender Cum Reverse Auction* (Critical** / Non-Critical)
Number of Sources	Single source.
Mode of enquiry	Open Tender
Tender Stages	Single stage: PQ & Commercial stage Two Stage:1) PQ Stage-(Techno-commercial Bids) 2) Commercial Stage-(Price Bid) (Quality cum Cost based Selection)
Input Tax Credit	Applicable/ Not applicable.
Evaluation Type	Item-wise / Item rate (Schedule/Tender wise)
Currency Type	INR /Multi currency
Applicability of EMD	Not applicable/ Applicable (@1% / fixed amount /partial amount/schedule wise amount)
Tender Due dates	As specified in the e-Portal against above tender ID.

1. Tenders are invited for appointment of Consultancy services for carrying out feasibility study and preparation of DPR for development of Solar Power Projects for a period of 2 years on Rate Contract basis.
2. The approximate value of the enquiry is Rs 2.00 Crores. Bidder shall submit EMD of Rs.2.00Lakh through online utilizing the "Payment Gateway Service on e-Procurement platform". (For other details Please refer EMD clause at page No. 25).
3. Virtual Pre-Bid Meeting: On the date specified in e-portal. Bidders may also send their queries if any by e-mail to 'gm_pd@scclmines.com' before Pre Bid Meeting Date.

SCCL Helpdesk Numbers for Bid submission :

Numbers: 08744 - 235558/235559/235553

Formalities for participating in the Tender through E-Procurement.

- a) M/s The Singareni Collieries Company Limited is publishing tenders through TS e-Procurement Portal i.e. <https://tender.telangana.gov.in>.
- b) To participate in the e Procurement tender(s), Bidders have to complete the two formalities independent of each other.
- Obtaining Digital Signature Certificate (DSC): To participate in SCCL Tenders DSC with Duel Pair (Signing and Encryption) is required.

Address for submission of Application for obtaining Digital Signature Certificate, please Contact:

TSTS Office, 2nd floor, HACA Bhavan, Opp. Public Gardens, Saifabad, Hyderabad - 500004, Contact Helpdesk : 9177769764/040-23226970.

(or)

You may please Contact Registration Authorities of any Certifying Authorities (CA) in India. The lists of CAs are available by clicking the link <https://tender.telangana.gov.in/digital-signature.html#>

- Those interested in participating in the tender shall register/create an account in the web site <https://tender.telangana.gov.in> on the home page click on the link Supplier Register for on line registration (Helpdesk Hyd: 040-33762222/23)
- c) Tenders are to be submitted on line after registering in <https://tender.telangana.gov.in>

d) E-Procurement Transaction Fee

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s. TSTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, Axis Bank, IndusInd Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 3 dated 02.03.2021.

The bidders should pay E-procurement Transaction Fee @ 0.03% on their quoted value (on landed cost basis) plus GST on the transaction fee. The rate of GST is as per GOI directives. The rate of GST is as applicable on e-procurement transaction fee. Participating bidders shall submit transaction fee at @ 0.03% with applicable GST on the transaction fee as prescribed on e-Procurement at the time of bid submission.

However, there is a cap on transaction fee of Rs 10,000 in case the quoted value is up to Rs 50 crores and a cap of Rs 25,000 in case the quoted value is more than Rs 50 crores. The GST is over and above the cap value.

There is no exemption towards the payment of E-procurement Transaction fee.

- e) **Corpus Fund:** As per GO MS No.4 User departments shall collect 0.04% of ECV/EOV (estimated contract/order value) with a cap of Rs. 10,000 (Rupees ten thousand only) for all goods and services with ECV up to Rs.50 Crores, and Rs. 25,000/- (Rupees twenty-five thousand only) for goods and services with ECV above Rs.50 Crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, TSTS. There shall not be any charge towards e-Procurement fund in case of goods and services with ECV/EOV less than and up to Rs. 10 lakhs.

Further any clarifications please contact 08744-235558/235559 from 10.00AM to 5.30PM.

CONTENTS OF NIT DOCUMENT

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1. NOTICE INVITING TENDER

A. GENERAL INSTRUCTIONS:

1. Bidders are advised to carefully read this NIT Document.
2. SCCL may solicit the bidders consent for extension of the period of validity of the bid and EMD. The request and the responses there to shall be made by letter, fax or e-mail.
3. SCCL reserves the right to seek clarifications in respect of the bids / supporting documents etc. from the bidders by letter / e-mail / fax.
4. **NUMBER OF SOURCES & PURCHASE PREFERENCES:**
 - a. **Number of sources:** Single.
 - b. **Purchase preferences:**
No purchase preference shall be given to SSIs / NSIC / MSMEs/Govt. Undertakings / PSUs / APHMEL except for ancillary units of the SCCL for Ancillarized items.
5. **RIGHT TO REJECT THE OFFERS / CANCEL THE TENDER:**
SCCL reserves the right to reject any or all the offers without assigning any reason and to cancel the tender at any stage before release of order / award of contract. The decision taken by SCCL in this regard shall be final.
6. **CORRESPONDENCE / DISPUTES DURING ENQUIRY STAGE:**
No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. In case of any dispute, after placement of order / contract, the matter will be referred to Arbitration in accordance with the Indian Arbitration Act.
7. **COMMENCEMENT OF ORDER:**
The Purchase order shall come into operation on the day of earliest receipt of communication about the release of Purchase Order or a day specifically mentioned for that purpose.
8. **VALIDITY PERIOD OF OFFER:**
Bidder shall keep the offer valid for a period of 6 calendar months from the date of opening of the tenders. The offer with less validity period than stipulated is liable for rejection.
9. **TERM OF CONTRACT:**
The term of contract shall be 2 years from LOI /Notification of Award as per the scope of work.

10. **CORRESPONDENCES AND COMMUNICATION**

Correspondence and communication for Tender related queries shall be with:

General Manager (Material Procurement),
Head Office,

Singareni Collieries Company Limited,
KOTHAGUDEM COLLIERIES P.O – 507101
Bhadradri Kothagudem Dist., Telangana state
Email: gm_pd@scclmines.com

11. QUALIFYING REQUIREMENTS FOR BIDDER AND EVALUATION CRITERIA;

1. First Stage of Evaluation – Proof of Eligibility

MINIMUM ELIGIBILITY REQUIREMENTS

Clause	Minimum Qualification Criteria	Minimum Number of Projects
A	Experience in preparation of Detailed Project Report / Detailed Feasibility Report (DPR) for Solar Power Projects. Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience	4
B	Experience in preparation of Detailed Project Report / Detailed Feasibility Report (DPR) for Solar Power Project of at least 100 MW capacity (as a single project). Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience	1
C	Experience of providing consultancy services for solar projects (Techno/commercial aspects), for Central / State Governments / Union Territory/PSUs/any agency designated by MNRE for development of Renewable Energy projects /Govt. agency in India	1
Clause	Minimum Qualification Criteria	Financial Capacity
D	Average annual turnover from consultancy services for last 3 financial years i.e. 2018-19, 2019-20 & 2020-21	Not less than Rs. 2.00 Cr.

NOTE: i). The firm needs to provide detailed experience certificates for all projects claimed under clause 'A','B' & 'C' detailing out the period of assignment, commencement of date of services, completion of services date, capacity of the Solar Plant, location, engaging agency, project cost etc.

Only experiences accompanied by Purchase order, valid work completion certificates or a copy of Payment / receipt register or any publicly available document confirming the completion of last milestone under the contract support letter or email confirmation from the client on successful completion of contract or last milestone from the clients will be considered for the purpose of eligibility. For on-going projects the bidder has to submit documentary evidence from client against the submission of draft DPR. The project details shall be accompanied with work completion certificates.

For Government Agencies / PSUs, self certification is sufficient.

ii). For clause 'D', Bidder needs to submit documentary evidence in the form of certificate from the Statutory Auditor of the Firm/LLP/, certifying the revenues from consultancy services during each of the last three (3) financial years.

iii). JV : Not eligible.

2. Second Stage of Evaluation - Technical Evaluation**A. Firm's Relevant Experience:**

S.No	Description	Max. Marks
A	Experience of the Firm related to Assignments	50
A1	Experience in preparation of Detailed Project Report / Detailed Feasibility Report for setting up of Solar Power Plants on or after 1 st April 2016. Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience. i) Less than 4 projects -- 0 marks ii) 4 projects -- 10 marks iii) For each additional project above 4 -- 1 mark (up to a maximum of 5 additional projects)	15
A2	Experience in preparation of Detailed Project Report / Detailed Feasibility Report (DPR) for Solar Power Project of at least 100 MW capacity (as a single project) on or after 1 st April 2016. Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience. i) Less than 1 project -- 0 marks ii) 1 project -- 6 marks iii) For each additional project above 1 -- 1 mark (up to a maximum of 4 additional projects)	10
A3	Experience of providing consultancy services for solar projects (Techno/commercial aspects), for Central / State Governments / Union Territory/PSUs/any agency designated by MNRE for development of Renewable Energy projects /Govt. agency in India. Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience. i) Less than 1 project -- 0 marks ii) 1 project -- 6 marks iii) For each additional project above 1 -- 1 mark (up to a maximum of 4 additional projects)	10
A4	Experience in preparation of DPR for Solar Projects under UMREPP scheme (Each Project capacity should be at least 100 MW). Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience. i) Less than 1 project -- 0 marks ii) 1 project -- 3 marks iii) For each additional project above 1 -- 1 mark (up to a maximum of 2 additional projects)	5

A5	<p>Experience in preparation of Detailed Project Report / Detailed Feasibility Report for Floating Solar Power Projects. Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience.</p> <p>i) Less than 1 project -- 0 marks</p> <p>ii) 1 project -- 4 marks</p> <p>iii) More than 1 project -- 5 marks</p>	5
A6	<p>Experience in Project Management Consultancy / Supervision in erection of Solar Power Plant (duration of minimum 1 year) in the last 8 years.</p> <p>i) Less than 1 project -- 0 marks</p> <p>ii) 1 project -- 4 marks</p> <p>iii) More than 1 project -- 5 marks</p>	5

NOTE: i) Projects need not be exclusive among A1, A2, A3, A4, A5 and A6.

ii) If not specifically mentioned, all the technical experience in terms of years wherever quoted above shall be counted upto Bid submission due date.

iii) Valid documentary evidence is to be submitted against all the experience criteria. Only experiences accompanied by Purchase order, valid work completion certificates or a copy of Payment / receipt register or any publicly available document confirming the completion of last milestone under the contract support letter or email confirmation from the client on successful completion of contract or last milestone from the clients will be considered for the purpose of eligibility. For on-going projects the bidder has to submit a documentary evidence from client against the submission of draft DPR. The project details shall be accompanied with work completion certificates.

For Government agencies / PSUs, Self certification is sufficient.

iv) For projects under A6, PMC period / Supervision period is to be clearly stated in the Project details submitted.

v) If consultancy service is provided by the firm for its own projects, the same will be considered as qualifying requirement. However, proper documentary proof should be submitted along with the bid.

For Government firms / PSUs, self certification is sufficient.

B. Qualification and Competence of the key staff for adequacy of the assignment.**Detailed CV evaluation criteria**

S.No	Description	Max. Marks	
B1	TEAM LEADER (On the pay roll of Bidder)	18	
	1) General Qualification		
	a) Degree in Civil / Mechanical /Electrical Engineering or any equivalent specialized course in Renewable energy	4marks	8
	b) Post Graduation in Civil / Mechanical /Electrical Engineering or any equivalent specialized course in Renewable energy	2 marks	
	c) Post Graduation in Management	2 marks	
2) Relevant Experience & Adequacy for the Project		8	
a) Years of experience in Solar energy Projects			
i) Less than 5 years	-	0 marks	
ii) 5 years	-	2 marks	
iii) For each additional year of experience, up to 4 additional years	-	0.5 mark	
b) Number of Projects worked			
i) Less than 4	-	0 marks	
ii) 4 Projects	-	2 marks	
iii) For each additional projects, up to 2 additional projects	-	0.5 mark	
3) Employment with Firm			
a) Less than 1 year		0 marks	
b) More than or equal to 1 year		2 marks	
B2	TECHNICAL EXPERT (On the pay roll of Bidder)	12	
1) General Qualification			
a) Degree in Civil / Mechanical /Electrical Engineering or any equivalent specialized course in Renewable energy	3 marks		
b) Post Graduation in Civil / Mechanical /Electrical Engineering or any equivalent specialized course in Renewable energy	2 marks		
2) Relevant Experience & Adequacy for the Project			
a) Years of experience in Renewable energy Projects			
i) Less than 5 years	-	0 marks	
ii) 5 years	-	2 marks	
iii) For each additional year of experience, up to 2 additional years	-	0.5 mark	
b) Number of Projects worked			
i) Less than 4	-	0 marks	
ii) 4 Projects and above	-	2 marks	
3) Employment with Firm			
a) Less than 1 year	-	0 marks	
b) More than or equal to 1 year	-	2 marks	

B3	MARKET cum FINANCIAL EXPERT (On the pay roll of Bidder)	5
	a) Post Graduate Degree in Management (Finance) /Economics / Statistics or equivalent - 2 marks b) Total Professional experience for more than or equal to 10 years - 2 marks c) Experience in Financial analysis of Solar Projects - 1 mark	
B4	FLOATING TECHNOLOGY EXPERT (On the pay roll of Bidder) Graduation / Post Graduation in Engineering with relevant experience of minimum 3 years, in any of the following fields; a) Anchoring / Mooring b) Design of Float Boards c) Bathymetry / Hydrographic survey d) Working experience in FSPV	3
B5	Number of Resource Personnel (On the pay roll of Bidder) <u>Minimum Qualifying Requirement</u> : Engineering Degree with minimum 5 years of experience in Power / Renewable energy sector a) Number of Resource Personnel on the pay rolls of bidder : 5 - 6 marks b) For each additional Resource Personnel above 5 (up to a max. of 6 persons) - 6 marks.	12

- NOTE:**
- 1) All the technical experience in terms of years wherever quoted above shall be counted upto Bid submission due date.
 - 2) The details of persons, who are on the pay roll of firm, are only to be mentioned in the above table. The proposed team shall necessarily be the employees of the bidding firm and shall be deployed for the proposed projects. CVs of all the proposed persons shall be submitted as per Format.
 - 3) However, the bidders may, with the prior written approval of SCCL, substitute other team member with an alternate CV, either equivalent to or stronger than the original team member.
 - 4) By considering the highly technical expertise required for the floating solar project, the bidding firm may be allowed to sub-contract/hire the Floating Technology Expert and Hydrographic expert as individual / independent organization.
 - 5) If consultancy service is provided by the firm for its own projects, the same will be **considered as qualifying requirement. However, proper documentary proof should be submitted along with the bid. For Government firms / PSUs, self certification is sufficient.**
 - 6) For Government firms / PSUs, signature of staff member on CVs is not mandatory. Certification by authorized representative of the company with office seal is sufficient.
 - 7) Documentary proofs may be sought by SCCL from bidders at any time during process of Tender.

NOTE: ***The Bidding firm should carryout self-evaluation based on the evaluation criteria mentioned above. While submitting the self-evaluation along with bid, the Bidding firm shall make references to the documents submitted in their proposal.***

Criteria for Evaluation

Evaluation of Technical Proposals

In the first stage, the Proposal will be evaluated for eligibility on the basis of Minimum eligibility requirements as specified in First stage of evaluation. The proposal found deficient in any respect of these requirements will not be considered for further evaluation.

In the Second stage, scoring will be done as per the criteria mentioned against each point and the documentary proof submitted by the Firm for the same.

Only those Bidders whose Technical Proposals score 60 marks or more out of 100 (in second stage of evaluation) shall qualify for further consideration, and shall be ranked from highest to lowest on the basis of their technical score (S_T).

Short Listing of Bidders:

Only those Bidders whose Technical Proposals score 60 marks or more out of 100, shall qualify for further consideration, and shall be short-listed with ranking from highest to the lowest on the basis of their technical score (S_T).

3. Third Stage of Evaluation - Financial Proposal

In the third stage, the financial evaluation will be carried out as under.

Bidders are advised to submit their price bids quotations in electronic form in the relevant window/screen of the e-portal 'https://tender.telangana.gov.in' along with technical bid only.

Note:

- i) Bidders shall quote basic price (INR) only.
- ii) Bidder shall quote the price ensuring contract period for 2years for quantity mentioned below for evaluation purpose. However the tentative quantity is mentioned at scope of work at Chapter-5.
- iii) **Financial evaluation will be as per the Example given below (The quantities will be fixed and bidder has to enter basic price & taxes only):**

Sl. No	Description	Unit of measurement.	Qty.	Basic rate, Rs.	Basic value, Rs	Taxes (GST@18%)	Total cost with GST, Rs.
		(a)	(b)	(c)	$d=(b) \times (c)$	$(e)=dx18\%$	$f=(d)+(e)$
1	Ground mounted solar PV plant 10 to 50MWp capacity. (Within Telangana)	Nos.	1	100.00	100.00	18.00	118.00
2	Ground mounted solar PV plant 51 to 100MWp capacity. (Within Telangana)	Nos.	1	200.00	200.00	36.00	236.00
3	Ground mounted solar PV plant 101 to 250MWp capacity. (Within Telangana)	Nos.	1	300.00	300.00	54.00	354.00
4	Ground mounted solar PV plant 251 to 500MWp capacity. (Within Telangana)	Nos.	1	400.00	400.00	72.00	472.00
5	Floating Solar PV plant 51 to 100MWp capacity. (Within Telangana)	Nos.	1	200.00	200.00	36.00	236.00

6	Floating Solar PV plant 101 to 250MWp capacity. (Within Telangana)	Nos.	1	300.00	300.00	54.00	354.00
7	Ground mounted solar PV plant 100 to 250MWp capacity. (Outside Telangana)	Nos.	1	300.00	300.00	54.00	354.00
8	Ground mounted solar PV plant 251 to 500MWp capacity. (Outside Telangana)	Nos.	1	400.00	400.00	72.00	472.00
Total							2596.00

For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

SCCL will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the cost of services of the DPR's which shall be inclusive of all travelling expenses, out of pocket expenses and/or any other expenses of whatsoever nature.

Omissions, if any, in costing any item shall not entitle the selected bidder to be compensated and the liability to fulfill its obligations as per the RFP within the total quoted price shall be that of the selected bidder.

Each Financial proposal will be assigned a financial score (S_F).

The lowest financial proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F; \text{ wherein, } F = \text{amount of Financial Proposal of the Bidder}$$

Combined evaluation of Technical and Financial proposals

Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = (S_T \times 0.70) + (S_F \times 0.30)$$

Where S is the combined score.

Most Preferred Bidder:

A Consultant with having the maximum combined score (S) shall be declared as the most preferred bidder .

GM (Material Procurement)
Singareni Collieries Company Ltd,
Kothagudem
Bhadradri Kothagudem dist.,
Telangana state.

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2. INSTRUCTIONS TO BIDDER

INFORMATION TO BIDDERS FOR SUBMISSION OF BIDS THROUGH E-PROCUREMENT

1. Submission of Bid:

- i) The bidder shall submit his response through Bid submission to the tender on e-Procurement platform by following the procedure given below. The bidder would be required to register on the e-procurement market place <https://tender.telangana.gov.in> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- ii) The bidders shall submit their eligibility and qualification details, Technical bid, price bid etc., in the online standard formats displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site.
- iii) The system would only authenticate the Encryption certificate uploaded into the E-procurement system at the time of User Registration or updated through User profile. The bidder has to ensure that the uploaded certificate in the e-procurement system is used for the Bid submission and any other certificate though valid will not be recognized by the e-procurement system.

2. Registration with e-Procurement platform:

- i) For registration and online bid submission bidders may contact HELP DESK of <https://tender.telangana.gov.in>
- ii) Digital Certificate authentication: The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.
- iii) For obtaining Digital Signature Certificate, you may please Contact:
TSTS Office, 2nd floor, HACA Bhavan, Opp Public Gardens, Saifabad, Hyderabad – 500004, Contact Helpdesk : 9177769764

(OR)

You may please Contact Registration Authorities of any Certifying Authorities (CA) in India. The lists of CAs are available by clicking the link <https://tender.telangana.gov.in/digital-signature.html#>

3. Hard copies:

- i) No hard copies shall be submitted to the tender inviting authority before the opening of the price bid.
- ii) The department shall carry out the technical evaluation solely based on the uploaded certificates/documents in the e-Procurement system and open the price bids of the responsive bidders.
- iii) The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents prior to entering into agreement, if required.

4. The GO. Ms. No. 174 -I&CAD dated: 1-9-2008

Deactivation of Bidders If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, if required or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the Tender Inviting Authority in

the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the government. Other conditions as per tender document are applicable.

5. **Tender Document:**

- i) The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority.
- ii) The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to- time basis in the e-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

6. **Bid Submission Acknowledgement:**

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of TS is not responsible for incomplete bid submission by bidders.

7. **Letter of Bid:**

- i) The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in PQ Stage. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.
- ii) The physical signature in the Letter of Bid (LOB) will be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.
- iii) If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

8. **Modification / Withdrawal of Bid :**

- i) Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. However, any increase in quoted rate shall attract additional transaction fee for the increased value.
- ii) Bidders may withdraw their bids online within the end date of submission. There is no refund of transaction fee for withdrawal of bids.

9. **Evaluation of Bid:**

- i) The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process.
- ii) PQ documents (Technical Bid) shall be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificates (DSCs). The submitted bids shall be evaluated for General, Technical, and Commercial terms & conditions.
- iii) Initially, there will be technical scrutiny report & commercial scrutiny reports, generated by the system itself. The copies of system generated technical and commercial scrutiny reports shall be available in the system and may be downloaded by Technical department and Purchase department respectively for separately

carrying out the technical and commercial scrutiny. Subsequently, technical and commercial scrutiny generated by the system shall be scrutinized/ verified by the concerned departments in light of documents uploaded by the bidders in respect of bidders qualified based upon template response only.

- iv) After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.
- v) The Price-bid of the successful bidders (qualified in PQ) will be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificates (DSCs). ~~The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.~~
- vi) SCCL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents.

10. Shortfall Document:

- i) The Purchaser may seek shortfall documents during the evaluation of the bids. Any form of communication with SCCL regarding submission of any additional documents will not be allowed.
- ii) These documents may be allowed to be uploaded within the specified time period indicating the "**start date & time and end date & time**" for online submission by the bidder. The above documents will be specified on-line under the link uploaded shortfall document. The bidders will get this information on their personalized dashboard under "upload shortfall document/ information" link.
- iii) Additionally, information shall also be sent by system generated email/ SMS, but it shall be the bidders responsibility to check the updated status/ information on their personalized dashboard at least once in a day after opening of bid. No separate communication shall be provided in this regard. Non receipt of e-mail/ SMS shall not be accepted as a reason of non-submission of documents within prescribed time. Firstly, the firm may be given maximum of 7 days time to upload the required documents under shortfall. The firm may be given 2nd chance by giving maximum of 3 days time for uploading the required documents under shortfall, if required. Due dates can't be altered. The bidders shall upload the requested documents within the specified period and no additional time shall be allowed for on-line submission of documents under shortfall.
- iv) Shortfall documents shall not be sought for submission of EMD.
The bidders are requested to upload all the required documents as per NIT in support of their bids along with the bid itself, as seeking of short fall documents by SCCL is not mandatory.

11. The final technical and commercial evaluation of the bids shall be done by the concerned Technical & commercial departments as per NIT Evaluation criteria.

12. After the techno-commercial evaluation, as above, case may be put up to the Tender Committee for deliberations and recommendations in respect of listing of techno-commercially acceptable bidders.

13. After the short listing of techno-commercially acceptable bidders as per the NIT criteria for evaluation, the date and time of opening of Price bids shall be scheduled in the Portal and shortlisted firms shall also be informed through system generated email and SMS alert.

14. The Price bids of shortlisted bidders (qualified in PQ bid) will be decrypted and opened on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate.
15. ~~A system generated comparative statement of landed cost will be duly vetted, before the case is put up for further processing. The Comparative Statement of Prices indicating the rates quoted by all the bidders and item wise L-1 rank will be generated by the system which will be visible to all the participating bidders on-line.~~
16. The most preferred bidder will be identified as per the NIT Evaluation Criteria.
17. All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who have participated in the bid along with timing and date will also be kept preserved in the system.
18. **E-REVERSE AUCTION : Not applicable**
19. Documents to be submitted online along with Bid in E-portal:
 - A. List of documents to be submitted Along with bid:
 1. Letter of Bid as per Annexure-A.
 2. Power of Attorney as per Annexure-B.
 3. Copies of Certificate of Incorporation, Memorandum of Association & Article of Association etc.
 4. Non-Banning or Delisting Certificate as per Annexure-C
 5. Experience of Firm as per Annexure-D.
 6. Format for Team Composition as per Annexure-E.
 7. Format of Curriculum Vitae as per Annexure-F.
 8. Self certificate for execution of orders as per Annexure-G
 9. Annual Turnover as per Annexure-H.
 10. Other commercial information as per Annexure-I
 11. Acceptance of commercial terms as per Annexure-J
 12. Declaration certificate as per Annexure-K
 13. Format for Self evaluation as per Annexure-L

Applicants shall submit the technical proposal in the formats as per Annexures.

While submitting the Technical Proposal, the Applicant shall in particular ensure that:

- i) The Technical Proposal shall not include any financial information relating to the Price bid.
- ii) SCCL reserves the right to verify all statements, information and documents, submitted by the applicant in response to the NIT. Failure of SCCL to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of SCCL there under.
- iii) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the consultant either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this NIT, be liable to be

terminated, by a communication in writing by SCCL without SCCL being liable in any manner whatsoever to the Applicant or consultancy, as the case may be.

- i) In such an event, SCCL shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to SCCL for, inter alia, time, cost and effort of SCCL, without prejudice to any other right or remedy that may be available to SCCL.

20. Bidders revealing the prices other than through price bid are liable for disqualification.

21. One bid per bidder: Each Bidder shall submit only one Bid, either individually, as a partner in a partnership firm or a public limited firm. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

22. Bidders shall acquaint themselves on their own responsibility with 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.

23. It is specially emphasized that it shall be the responsibility of the Bidders to have themselves familiarized with the prevailing conditions and that no claim relating thereto for additional payment or adjustment of a Contract price will be acceptable after the submission of their Bid.

24. It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he visits the site/area or not and has taken all the factors into account while quoting his rates.

25. AMENDMENT OF BID DOCUMENTS

- a) Before the last date for the submission of Bids, SCCL may modify the bid documents by issuing corrigenda.
- b) Any corrigendum thus issued shall be part of the bid documents and shall be uploaded in e-portal.
- c) To give prospective Bidders reasonable time in which to take corrigendum into account in preparing their Bids, SCCL shall extend, as necessary, the last date for submission of Bids.

26. LANGUAGE OF BID

All documents relating to the Bid shall be in the English language.

27. LAST DATE FOR SUBMISSION OF BIDS

Bids shall be submitted well before in advance and not later than closing time as specified in the e-portal.

28. AWARD OF CONTRACT

The successful bidder whose having the maximum Combined score (S), shall be declared as the most preferred bidder.

29. SIGNING THE CONTRACT

The Successful Bidder shall be required to execute Contract Agreement within 30 days of the date of LOA.

The formal contract shall be signed between the Owner and Contractor in line with Whatever is contained in this tender document and the conditions of the contract. LOI/LOAs will have all technical and commercial details necessary for to facilitate PMC Agency to commence work. The Contract Agreement should be executed on Non-Judicial Stamp Paper of Govt. of Telangana of requisite amount as per Stamp Duty Act of Telangana Govt.

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3. SCOPE OF WORK

The tentative quantity for these consultancy services is proposed as under:

Sl. No	Description	Project capacity (MWp)	Location	Qty.
1	Ground mounted solar PV plant.	10 to 50MWp	Within Telangana	2
2	Ground mounted solar PV plant.	51 to 100MWp	Within Telangana	2
3	Ground mounted solar PV plant.	101 to 250MWp	Within Telangana	1
4	Ground mounted solar PV plant.	251 to 500MWp	Within Telangana	1
5	Floating Solar PV plant.	51 to 100MWp	Within Telangana	1
6	Floating Solar PV plant.	101 to 250MWp	Within Telangana	1
7	Ground mounted solar PV plant.	100 to 250MWp	Outside Telangana	1
8	Ground mounted solar PV plant.	251 to 500MWp	Outside Telangana	1

The above mentioned quantity is purely tentative and the consultancy Agency (The successful bidder) has to take up the study as per Sub-orders to be released by GM(E&M)Solar Energy as per the actual requirement of SCCL.

Rate Contract will be released for the finalised rates only.

The selected bidder shall provide all the services on a best effort basis. Preparation of DPR for development of Solar Projects comprising both technical & commercial analysis, to understand the attractiveness, feasibility, risks & mitigation plans related to setting up of Solar Projects.

The key aspects that are to be analyzed as a part of preparation of the DPR shall include following:

- a) Study of site details for ground mounted solar project in the states of Telangana and other states of India (such as land, solar radiation, aerosols, climatic conditions etc.) and basic design/ layout plan.
- b) The Consultant will assess all possible sites in Telangana identified by SCCL for setting up a floating solar project. The reservoir details will be furnished by SCCL. Proposed project site shall be assessed considering the useful life of the project as 25 years.
- c) Study of site details for floating solar project in Telangana such as Prime purpose of the reservoir / water body/ storage type, Age of the existing dam / reservoir project, Design reservoir levels (maximum water level [MWL], full reservoir level [FRL], minimum draw down level [MDDL]), flood cushion etc.,
- d) Preliminary infrastructure assessment and development needs.
- e) Solar Project cost estimates and related benefits.
- f) Financial assessment and Commercial viability as given in Task-II.
- g) Study of Solar policies of relevant states and available subsidies to SCCL proposed projects.
- h) The scope of services include study, investigation & preparation of report of the present characteristics of land, ambient conditions and water for the requirement of Solar Projects (of indicated capacity), complete with all the infrastructure facilities.
- i) The below mentioned technical scope of work is only indicative. The selected bidder is required to review all the study reports provided by SCCL and site visit reports and prepare all documents/drawings (including evacuation system)/designs that are essential for approval of DPR as per MNRE's solar and UMREPP guidelines amended from time to time for mentioned solar projects.

Areas of investigation and study shall include the following:

Task-I A: Technical Assessment for Ground Mounted Solar Project

The selected bidder shall:

- a) Undertake site visit covering water availability, solar radiation resource assessment, direct normal insolation study and any other assessment or study necessary for analyzing the extent and requirement of design.
- b) Review of the reports of the studies related to soil analysis, ground water assessment, hydrological analysis and flood assessment
- c) Preparation of Plot Plan/ Layout design for Solar Projects with optimum utilization of land/ water/infrastructure/ facilities; including cable trenching, area grading/ land preparation works, boundary wall/ fencing, illumination, & admin buildings, telecom infrastructure, fire-fighting system, security control room, weather station etc.
- d) Considering the infrastructure/ facilities required for optimum utilization of Solar Projects, inclusion of approach roads to solar project, if required etc.
- e) Prepare a Power Evacuation Plan for Solar Projects including 400/ 220/ 132/ 33 KV substations & auxiliary power distribution network as per the state policies, metering arrangement, pooling arrangement, cabling, lightning arrestors, transformers & associated infrastructure; transmission lines for evacuation to nearest CTU/STU substation; augmentation of existing substations, if required etc.;
- f) Prepare a power evacuation scheme with preliminary SLD for the electrical system starting from plant evacuation to the Grid connectivity point. Brief description and broad parameters of all electrical equipment.
- g) Build scenarios of capacity utilization factor for the proposed solar power projects in the project with various technology options (both PV crystalline & thin film based module with/ without tracking mechanism), in the identified parcel of land etc.;
- h) Availability of vendors for critical materials like Solar modules etc., should be included
- i) Considering the availability of vendors and materials, a PERT network shall be prepared with timeline for completion of the project.

Task-I B : Technical Assessment for floating Solar Project

The selected bidder at proposed project site shall assess but not necessarily limited to the following:

1. Historical and Collection of Relevant Data:
 - a) Prime purpose of the reservoir / water body (irrigation, hydro power generation, multi-purpose,etc.)/ storage type.
 - b) Age of the existing dam / reservoir project, remaining life of the reservoir based on the previous sedimentation analysis reports. Dam Safety and probable life of the dam / diversion structure should be factored in.
 - c) Design reservoir levels (maximum water level [MWL], full reservoir level [FRL], minimum draw down level [MDDL], flood cushion etc., any change in these levels as per current siltation in the reservoir, safety etc.
 - d) Review of design Area – Elevation – Capacity curve of reservoir available with the owner / regulator of reservoir.
 - e) Review of sedimentation analysis / hydrographic analysis report carried out in the past for the reservoir.
 - f) Review of historical daily water levels - MWL, FRL, MDDL, inflow and outflow data, water velocity for preceding 20 years (or since the

commissioning of the reservoir, whichever is lower) from owner / regulator of reservoir, Central Water Commission (CWC), state and local authorities, if available. An assessment of water body surface area at various water levels (such as FRL, MDDL etc.) and average water body surface area during the above- mentioned period to be presented.

- g) Past occurrence of flood and its magnitude.
 - h) Regional geological setup, seismicity of the region and site area and past occurrences of earthquake.
2. Hydrographic Survey, Geophysical, Topographical, Soil investigation (reservoir bed and on shore) studies:
 - **The above studies will be carried out by SCCL and report will be provided. However, the scope of work for the studies should be prepared and provided by the consultant.**
 3. Based on the above site assessment, the Consultant should be able to provide recommendations regarding the suitability of site for mooring/anchoring of structure for floating solar panels. Broad recommendations around the possible structures for mooring/anchoring should also be included in the report.
 4. Based on the above site assessment prepare a Power Evacuation Plan for Solar Projects including 400/ 220/ 132/ 33 KV substations & auxiliary power distribution network, metering arrangement, pooling arrangement, cabling, lightning arrestors, transformers & associated infrastructure; transmission lines for evacuation to nearest CTU/STU substation; augmentation of existing substations, if required etc.;
 5. Prepare a power evacuation scheme with preliminary SLD for the electrical system starting from plant evacuation to the Grid connectivity point. Brief description and broad parameters of all electrical equipment.
 6. Preparation of Plot Plan/ Layout design for Solar Projects with optimum utilization of land/ water/infrastructure/ facilities; including cable trenching, area grading/ land preparation works, boundary wall/ fencing, illumination, & admin buildings, telecom infrastructure, fire-fighting system, security control room, weather station etc.
 7. Considering the infrastructure/ facilities required for optimum utilization of Solar Projects, inclusion of approach roads to solar project, if required etc.
 8. Evaluate available technologies for deployment of projects including type of floating structures, anchoring and mooring designs for floating solar project.
 9. Availability of vendors for critical materials like Solar modules, floaters etc should be included
 10. Considering the availability of vendors and materials, a PERT network shall be prepared with timeline for completion of the project.

Task-II: Financial Assessment and Commercial Feasibility Report for both types of solar projects.

The selected bidder shall:

- a) Prepare separate block cost estimates of individual project components, structures, approach roads within the boundary of the project including drainage, water supply, etc., hard & soft landscaping and all other infrastructure services.
- b) Prepare separate floater wise block cost estimates of individual project components, structures, anchoring -mooring cost of the project including connectivity with the river bank, etc., hard & soft landscaping and all other infrastructure services.
- c) Financial assessment covering financial assumptions and inputs like development phases, forecast of costs, availability of grants etc. to provide Funds Requirement, Project IRR, Pay Back Period, DSCR and other financial

- ratios for the Solar Projects.
- d) Financial Model shall be developed in order to provide the financial projections; that shall cover the standard modules including capital expenditure, financing plan, operating costs, financial statements and tariff etc.
 - e) These models shall have Sensitivity Analysis developed to understand the impact of variations in major inputs parameters (such as cost, revenue, rate of interest etc.) on the output parameters/ project returns (such as IRR, Cash balance, Contingencies etc).
 - f) Structuring of Project Revenue Model considering the business plan, land area requirement & technology options, suggestions for improving viability for successful marketing of the project etc.,
 - g) The role of the developer and operator in design, construction, finance, disposal, maintenance, and transfer shall be clearly identified. Such suggestions may include proposal for grants, if required, with justification for improving the viability of the project along with cost and phasing of such grants.
 - h) Identify the sources of the funds and advise on availability of grants from any scheme/ GoI or any other organization for the Project.
 - i) Assess financial feasibility of the project for SCCL after taking into account lease of land, infrastructure charges and other cost overheads. Suggest a charges recovery model for SCCL showing optimization of cash flows.

If SCCL intends to develop these solar projects under UMREPP schemes of MNRE, then all the DPR's should be prepared in compliance with MNRE UMREPP requirements.

Deliverables

In consultation with the Engineer-in-charge, SCCL, the selected bidder will submit a draft DPR of each solar project (as tabulated below) for the review by SCCL. On the written receipt of final go ahead from SCCL, the selected bidder will submit its final DPR against the scope of work mentioned in RFP.

The DPR shall cover the following items. The list is only indicative but not exhaustive. The DPR also shall be bankable.

- Justification for installation of proposed solar PV power plant in the context of following:
 - a) Indian energy scenario
 - b) Renewable purchase obligations (RPO)
 - c) JNNSM – brief description
 - d) State policies including the Telangana & other States solar policy
 - e) Renewable energy certificate (REC).
- Study the suitability of the proposed site(s) for installation of the solar PV power plant based on the following considerations:
 - a) Availability of adequate space and / or water body for locating the solar power plant
 - b) Access to site
 - c) Solar radiation data
 - d) Availability of water for cleaning the solar panels
 - e) General environmental aspects
 - f) Convenience of power evacuation.

- Brief description of the selected technology depending on available site meteorological data.
- Brief description of major plant features including salient technical parameters of the following equipment and systems:
 - a) Main power plant equipment and auxiliaries
 - b) Power conditioning unit (PCU) / inverter station
 - c) Preliminary Power evacuation system information
 - d) Cleaning water systems
 - e) Fire protection system
 - f) Control and instrumentation system.
- Preparation of preliminary plant layout/plot plan drawing.
- Preparation of SLD
- Estimation of project cost estimate based on tentative BOQ and operating expenditure profiles.
- Preparation of preliminary project implementation schedule in the form of a bar chart.
- Preparation of cost estimates with break-ups under major heads and phased expenditure over the time span of the project execution.
- Computation of cost of generation as per CERC / State REC / State solar policy.

Selected bidder has to prepare DPRs in defined timeframe as asked by SCCL on a project-wise basis.

Delivery	From the date of issue of letter of Intent in favor of the selected bidder
Draft DPR	Within 3 months from the date of issue of work order for a specific solar project
Provisional DPR	Within 15 days (maximum extendable duration of 1 month) after receipt of written comments on the draft DPR. Any change to the design inputs to DPR shall lead to submission of Revised Draft DPR.
Final DPR	Within 15 days (maximum extendable duration of 1 month) after receipt of written comments on the provisional DPR from MNRE/SECI/SCCL. This responses may require multiple submission or alterations, hence every comments should be responded in defined time frame.

Submission of Deliverables

The deliverables defined above shall be submitted in two copies (hard and soft) neatly bound in standard format as approved by the SCCL.

List of inputs to be provided by SCCL:

- Survey and contour maps of the proposed site and details of the areas available for installation of the ground mounted solar PV plant
- Meteorological data (solar radiation data, temperature, humidity and rainfall etc.)
- Soil tests and bore log data for the site
- Bathymetric survey report (for Floating Solar plants)
- Geo-technical report including ERT and water quality test reports if available
- Power evacuation details related to the facilities available for connectivity locally like local substation/switchyard including bays, feeders, transformer details etc
- Project funding details with financial parameters
- Financial details to perform the financial analysis viz. debt : equity, interest rate, ROI, working capital interest, loan repayment schedule & financing charges etc.
- Other inputs as may be required during execution of the assignment by Consultant.

Exclusions:

- Carrying out topo / contour survey report, geotechnical investigation, soil investigation report, Bathymetric study and hydrology/storm water drainage study at site.
- Basic engineering, tender engineering and site supervision and construction monitoring is excluded from scope, however preliminary level of engineering input will be provided in the DPR.
- System studies such as grid evacuation, load flow, short circuit and transient analysis etc is excluded
- Transmission line and Bay extension related services excluded. However the basic SLD and related details should be included in the DPR as required for UMREPP scheme
- Detailed optimization of systems/sub-systems
- Detailed financial calculations as required by the Lenders is not envisaged; however, all the parameters like IRR, DSCR, NPV and LCOE will be covered in financial calculations.
- Preparation of contract documents, review of various other agreements and contracts.
- All works associated with obtaining permits and clearances from statutory and other agencies. Liaisoning work with lending institutions and with government agencies.
- Any other work not specifically mentioned in the Consultant's scope of services.

Duration of the Contract

- The total duration of the assignment shall be for a period of Twenty four (24) months, from the date of execution of the Contract, whereas task specific timelines shall be followed as per clause 7. As per the scope of work and any requirement made by MNRE as per the solar project guidelines, the Consultant will have to complete the desired task within the timelines given.

Confidentiality of Data and Documents

- All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the office of Engineer-in-Charge, SCCL. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of Engineer-in-Charge, SCCL.

Conflict of Interest

Neither the Firm nor any of the personnel engaged by the Firm shall engage in any personal, business or professional activity, which conflicts or could conflict with any of their obligations in relation to this consultancy engagement.

The Firm and the Firm's personnel shall notify SCCL immediately of any actual or potential conflict, together with recommendations as to how the conflict can be avoided or mitigated.

The Firm shall observe, in competing for and executing a contract, the laws against fraud and corruption (including bribery). The Firm shall also furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution.

In case of failure to comply with any of the above, the office reserves the right to terminate the contract immediately, without any financial obligations or liabilities and may also forfeit the Bid Security/Performance Guarantee provided by the Firm.

Formats for Response to RFP/NIT

The Formats are required to be included in the Applicant's response to RFP.

1. Format for Experience of the Firm.
2. Format for Team Composition.
3. Format for Curriculum Vitae.

Applicants may use additional sheets to submit the information for its detailed response.

4. COMMERCIAL TERMS & CONDITONS

1. EARNEST MONEY DEPOSIT (EMD):

a. Submission of EMD:

It is mandatory for all participant bidders to electronically pay EMD Online by utilizing the "Payment Gateway Service on e-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking/NEFT payment modes through ICICI Bank and/or Axis Bank Payment Gateways to facilitate the transaction. This is in compliance as per G.O.Ms.No. 14 Dated: 18-09-2017. Bank charges on the transaction amount payable shall be applicable. In addition to this, Bidders can also pay the EMD through Download of PDF format of RTGS Challan for respective Payment gateway and pay the EMD through their Parent Bank account. Once the EMD is received by the e-Procurement application, Bidders can automatically continue with their Bid Submission online.

- i) For the benefit of participating suppliers/contractors/bidders, to facilitate them for payment of EMD/refund facility, the Government decided to make transactions more transparent, the following should be followed for the payments:
- ii) All the payments towards the EMD should be paid through Net Banking/RTGS/NEFT/Credit Card/Debit Card only.
- iii) When the payment of EMD is made through Net Banking/RTGS/NEFT from their registered bank accounts, the refunds will be reverted to those accounts only.
- iv) When the payments of EMDs are made using the Credit Card/Debit Card, as per the VISA/Master Card guidelines, the refunds will be reverted to the Originating Card from which payment was made.
- v) No transport contract either for sand or coal or any other material shall be considered without depositing the requisite EMD along with the tender.
- vi) EMD amount shall not be sought under short fall documents.

b. Note Regarding EMD Payment:

- i) Bidders are encouraged to use only Net banking facility for payment of EMDs as far as possible for faster refunds in case of unsuccessful Bids for the Tender.
- ii) Bidders are advised not to use RTGS Challan downloads at the penultimate hour of Bid submission closing as any delay by their banker would not enable Bid submission on the platform. Please allow a minimum of 60 minutes for enabling "Continuation of Bid Submission" from the time the Pool Account receives credit of the EMD from the Bidder's Bank for both NEFT and RTGS Transfers. For RTGS Transfers, the Pool Account can get immediate credit whereas NEFT transfers would follow RBI Payment Cycle time.
- iii) Bidders are advised to pay EMD Online at least T-1 or T-2 days before Bid submission closing date (T= Bid submission closing date) to avoid last minute delays and denials of successful Bid submission and to take care of any delays in Banking procedures.

c. EMD Refund process:**For Unsuccessful Bidder**

The bid is declared unsuccessful, under the following circumstances.

- i) Bid submitted by the bidder is not the lowest bid upon Finalization of the L1 Bid.
- ii) Technical / Commercial Disqualification of the Bid.
- iii) EMD paid but bid not submitted.
- iv) EMD refund will be initiated by the Tender Inviting Authority directly and through Online only and through the same payment channels as EMD received by the Department. (RTGS / NEFT /Credit Card /Debit Card refund), within 30 days from the date of publishing the Decision / Result.
- v) EMD of unsuccessful bidders will be refunded immediately by TSTS after the bidder is declared unsuccessful.

For Successful Bidder:

- i) EMD of successful bidders will be transferred from TSTS to SCCL and SCCL shall refund the same on submission of Performance Bank Guarantee (PBG).
- ii) Wherever PBG clause is not applicable, EMD of successful bidder will be refunded after faithful execution of the order.

d. Note Regarding EMD Refunds:

Bidders are requested to use discretion in their choice of payment channel for remittance of EMD. Time taken for Refunds under Ideal conditions:

- i) Net Banking / NEFT / RTGS Challan: One (1) Banking Business Day from time of initiation of refund by Tender Inviting Authority subject to RTGS/NEFT timings of RBI.
- ii) Credit card/ Debit card: 7-10 working days from time of initiation of refund by the Tender Inviting Authority. However, this may be longer in case of certain bank cards. In case of delays, bidders are requested to contact the Card issuing Bank for faster resolution.
- iii) In case the offer is for all NIT items and for entire tendered quantity, EMD amount shall be as specified in the NIT.
- iv) In case the offer is for part of the NIT items and / or quantity, EMD amount shall be 1% of offer value for the items / quantity quoted. If the EMD amount paid is lower than 1% of the offer value, the offer is liable for rejection.
- v) No interest will be paid on the EMD.
- vi) EMD paid against earlier enquiry will not be adjusted for the current enquiry.

e. Exemption for submission of EMD:

The following are exempted from submission of EMD:

- i) All Government Undertakings.
- ii) ~~OEM /OES /OPM or their authorized dealers with tender specific authorization for supply of spares & services~~
- iii) ~~Foreign manufacturers for supply of spares and capital items, if they are Proven Suppliers to SCCL for the enquired items.~~
- iv) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act for enquired items. This is applicable for procurement of only items produced and services rendered by MSEs, but not for trading activities.
- v) Ancillary Units / Subsidiaries of SCCL.

The Bidder exempted from submission of EMD shall upload the scanned copy of documents online in support of exemption, during bid submission; otherwise the offer is liable for rejection.

Note: MSME Firms submitting their bid as an authorized dealer are not eligible to claim exemption of EMD.

f. Forfeiture of EMD:

EMD of the Bidder will be forfeited **with inclusive of GST** in the following circumstances:

- a. Withdraws the offer during validity / extended validity period.
- b. Changes the terms and conditions of the offer during validity / extended validity period.
- c. Does not accept the LOI / order placed within the offer validity period / extended validity period, in accordance with terms & conditions of NIT, offer & negotiations.
- d. Breach of contract during execution, wherever PBG clause is not applicable.
- e. The information/documents submitted by the bidder proved to be false/ incorrect.

2. BIDDER'S DETAILS:

Bidder shall furnish the following information:

- a. Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.
- b. Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability company etc., together with names of proprietor, partners and directors respectively.
- c. Indicate clearly, if it is a Government company, MSME or SCCL ancillary unit firm. A copy of valid documentary proof shall be enclosed.
- d. Indicate clearly, whether the bidder is a Manufacturer, Dealer or Trader.
- e. In case of overseas supplies, the country of origin of the materials offered shall be clearly specified.
- f. Banker's Name and address together with Branch Code and IFSC / RTGS Code.
- g. Tax registration and other details to the extent applicable along with documentary evidence.
 - i) GST Registration No
 - ii) IT PAN Registration No
 - iii) Turnover certificate duly certified by CA incase of unregistered bidder
 - iv) Certificate of provisional registration (Regulation 25) in case of composite bidder.

3. STATUTORY TAXES, DUTIES AND LEVIES ETC. :**a. Goods and Service Tax (GST):**

- i) When the offered goods or services or both are subject to GST, the bidder shall clearly mention "GST" Extra, i.e., CGST+SGST+ Compensation Cess (if any) or CGST+UTGST+ Compensation Cess (if any) or IGST+ Compensation Cess (if any) in their bid along with the rate applicable unless exempted. Bids quoted on taxes inclusive basis will be summarily rejected.
- ii) In case of bidders registered under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same. The bidder shall invariably mention their GST Registration Number (GSTIN) and 4 Digit HSN Code along with description of goods or services or both as per the Goods and Service Tax Act for the enquired items in the Price Bid Format of their offer.

- iii) In case of unregistered bidders, the bidder shall submit their turnover certificate duly certified by Chartered Accountant for the immediate preceding financial year.
 - iv) In order to enable SCCL to avail Input Tax Credit (ITC), the bidder registered under GST should submit Tax Invoice as per the provisions of GST Act.
 - v) In case of bidders who opted for composition levy under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST and a copy of the intimation filed in FORM GST CMP-01. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same.
 - vi) The Composition bidder shall not quote any taxes under GST and his bid is invariably evaluated without taxes under GST.
 - vii) The Composition bidder shall submit "Bill of Supply" with the words "Composition taxable person, not eligible to collect tax on Supplies" for the supplies made by him.
 - viii) In case, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the Supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.
 - ix) GST rate quoted in price Schedule of bidding documents shall be the rate that should be levied by the successful bidder in the invoices. Any deviation from the same shall not be reimbursed by SCCL unless it is due to statutory variations. It is the responsibility of the Contractor /supplier to quote the correct applicable rate of GST at the time of bidding. However, in case of change in law or applicable GST rates, applicable tax amount shall be reimbursed by SCCL as per applicable provisions.
- b. Customs Duty (CD), Integrated Goods and Service Tax(IGST), Compensation Cess, if applicable:
 CD, IGST and Compensation Cess, if leviable, are applicable for overseas supplies. However, the bidder has to quote on FOB/CIF price basis only. For like to like comparison, loading will be done by SCCL as per the applicable rates.
- e. ~~**Royalty:**
 Bidders shall mention Royalty details and shall also enclose valid Mining Lease granted to them or to their principal suppliers, where ever required.~~
- d. **Any other Taxes / Duties applicable:**
- i) If any Taxes / Duties / Cess / Levies other than those mentioned above are applicable as per the law of the land prevailing as on the date of submission of bid, the bidder shall clearly mention them along with rates applicable rates. Otherwise the same will be to the bidder's account.
 - ii) In case new Taxes / Duties / Cess / Levies are introduced after submission of the bids, but before opening the price bids, the bidder shall bring to the notice of the SCCL in writing about such changes for loading and evaluating the status, otherwise, the same will be to the bidder's account.
 - iii) In case, the bidder mentions that any / all, Taxes / Duties / Cess / Levies are not applicable and if applicable during the order validity period, the same shall be absorbed by the bidder.

- iv) During the contractual delivery period / extended delivery period, any upward / downward revision of applicable Taxes / Duties / Cess / Levies or imposition of new taxes / Duties / Cess / Levies as per order is to SCCL's account to the extent of revision. However, during the extended delivery period with penalty, any upward revision or imposition of new taxes / Duties / Cess / Levies etc. shall be absorbed by bidder.
- v) **TCS:**
 - i) TCS payment will be paid as applicable from time to time.
 - ii) SCCL PAN:AAACT8873F
 - iii) Bidder/supplier has to furnish a declaration every year regarding the turnover limit of Rs.10.00 crores for payment of TCS.
 - iv) The supplier has to furnish a valid TCS certificate for every Quarter with the concerned F&A Dept., to claim TCS credit by the company. If the supplier fails to do so, the company may recover the amount of TCS from immediate payments to avoid loss or any other procedure as deemed fit.

4. **INPUT TAX CREDIT (ITC): (ITC is not applicable for this Tender Work)**

- i) SCCL is having centralized registration under Goods and Services Act, in the state of Telangana and the details of the same are furnished hereunder:

GSTIN (Provisional)	: 36AAACT8873F1Z1
PAN (Under income TAX ACT, 1961)	: AAACT8873F
- ii) At the time of evaluation of offers of the registered bidders, SCCL will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- iii) At the time of evaluation of offers of the unregistered bidders, SCCL will, in addition to the price quoted in the bids, consider the taxes under GST that it shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid. However, SCCL will consider the Input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the bids.
- iv) Successful bidder shall quote the above GSTIN No. / PAN in all his invoices and documents against supplies, wherever required as per the provisions of the statutes, to enable SCCL to avail Input Tax credit.

5. **SUBMISSION OF BIDS ON FIRM PRICE BASIS:**

The price to be quoted shall be "FIRM" price and in case of order, shall remain "FIRM" till complete execution of the order. In case, against "FIRM" price, any variable price is offered such offers shall be rejected without notice.

6. **PAYMENT TERMS:**

Payment will be made by way of RTGS. RTGS charges, if any, will be to Firm's account. If the Firms opt for payment through cheque / DD, payment will be made accordingly. DD charges, if any, will be to firm's account. For RTGS payment, bidders are advised to indicate their Bank details in their offer. a) Name of the Bank. b) Branch Name. c) Branch Code. d) Account No. e) MICR Code. f) IFSC/RTGS Code.

The payment for services rendered as per the order terms and conditions shall be payable within 30 days of submission of the invoice and certification from GM(E&M)Solar Energy.

Tax retention clause:

The supplier shall upload his Tax Invoice in the GSTN as per the provisions of the GST Act i.e., by 10th of the month subsequent to the month in which "Time of Supply" arises.

In respect of orders where the entire order quantity is executed through a single Tax Invoice and if the "Tax Invoice" is not uploaded within the time limits prescribed under GST Act, the amount of tax contained in the Invoice will be withheld by SCCL till such time the invoice is uploaded in the GSTN Portal.

In respect of orders where the entire order quantity is executed in phased manner through multiple invoices or where staggered payment is made, if the "Tax Invoice" is not uploaded within the time limits prescribed under GST Act, the tax amount will be withheld from the payment made against subsequent Invoice till such time the invoice is uploaded. The final payment is subject to compliance of all formalities under GST by the supplier.

Applicable TDS as per GST Provisions will be made.

7. DELIVERY (As mentioned in Scope of Work):

Delivery	From the date of issue of letter of Intent in favor of the selected bidder
Draft DPR	Within 3 months from the date of issue of work order for a specific solar project
Provisional DPR	Within 15 days (maximum extendable duration of 1 month) after receipt of written comments on the draft DPR. Any change to the design inputs to DPR shall lead to submission of Revised Draft DPR.
Final DPR	Within 15 days (maximum extendable duration of 1 month) after receipt of written comments on the provisional DPR from MNRE/SECI/SCCL. This responses may require multiple submission or alterations, hence every comments should be responded in defined time frame.(LD as mentioned at para.8 is applicable)

8. LIQUIDATED DAMAGES (LD):

In the event of supply/service not being effected within the contractual delivery schedule, liquidated damages @ 0.5% of basic price, not by way of penalty, of the value of the material per week of delay or part thereof subject to a maximum of 5% is recoverable from the supplier/service provider without prejudice to the rights of purchaser to procure the balance material/service at the risk and cost of the supplier. The payment or deduction of such damages shall not relieve the supplier from the contractual obligation to complete the supply or balance portion thereof in time as stipulated in the contract.

Recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier / vendor will be made along with applicable GST and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill/invoice or any other dues.

9. Force Majeure

Force Majeure conditions means the interruptions caused to supplies or works due to:

- a) Any riots or civil commotion.
- b) Any war or hostilities.
- c) Any natural calamities such as earthquake, Flood, Tempest and other natural and physical disasters.
- d) Any accident by the fire or explosion.
- e) Any law and order proclamation, regulation/ordinance affecting the

- production /dispatch of the goods.
- f) Power interruptions due to grid failures.
- g) Court Orders/ Judgments.
- h) International sanctions / embargo.

Any claim under force majeure should be submitted within 15 days of happening of force majeure conditions. The force majeure event shall be supported by a certificate from the appropriate authority.

If force majeure conditions continue to exist for more than 60 days, SCCL at its discretion can cancel the order without any penal consequences for SCCL.

10. Assignment:

This Contract can't be assigned to any third party. The PMC agency to whom this contract is awarded, is expected to carry put the work as per the Contract. Any assignment of this contract to a third party will lead to termination of the contract, by the owner.

11. PERFORMANCE BANK GUARANTEE (PBG)

- a. The successful bidder, within one month from the date of receipt of letter of intent / firm order should submit a Consolidated **Bank Guarantee issued by any Public Sector Bank/Private Bank incorporated in India having networth of ₹ 5,000.00 Crores and above for the previous Financial Year** as mentioned below as per Proforma enclosed (Annexure – VI): However, where value of BG is Rs.5 lakhs and above, the BG should be obtained from the bank branches situated at Hyderabad / Kothagudem or operative and payable at bank branches situated at Hyderabad/ Kothagudem.

➤ **2.5% of the annualized value of Rate Contract.**

- b. The above PBG shall be valid up to 3 months over and above the Guaranty / Warranty period. In case there is a delay in supply of material for whatsoever reason, the Bank Guarantee shall be extended suitably three months before its expiry.
- c. In case the firm fails to submit consolidated Performance Bank Guarantee as stipulated in NIT document, consignment wise amount at the rates mentioned as per clause No. 16(a) will be deducted from bills payable to the firm against supplies made.
- d. In case of items being procured with staggered delivery, firms registered as MSME/NSIC/SSI units may submit consignment wise performance bank guarantee along with each supply to respective paying authorities instead of consolidated bank guarantee for total value of the order.
- e. In case the firm fails to fulfill Guarantee / Warranty terms of the order:
 - i) The PBG submitted as mentioned at clause No. 16(a) will be invoked **inclusive of GST.**
 - ii) The amount deducted as mentioned at clause No. 16(c) will be forfeited **inclusive of GST.**

As the system of permanent BGs is dispensed with, the successful bidder though submitted Permanent Bank Guarantee have to submit Performance BGs as per clause 16.(a).

12. PRICE FALL CLAUSE:

~~Bidder shall pass on the benefit to the SCCL on its own, in case the bidder sells same item to any Public or Private sectors within a period of 6 months from the date of receipt of order at price less than the price offered to SCCL with same terms and conditions, otherwise, SCCL reserve its right to recover 1½ times the difference amount from the running bills~~

~~anywhere in the company for the items delivered and to be delivered. In case the running bills amount is not sufficient, SCCL may give notice to pay the amount, 22/41 the bidders shall pay the amount within 15 days of receipt of the notice, otherwise the amount will be recovered by invoking the Performance Bank Guarantee.~~

- 13. RISK PURCHASE CLAUSE :** In case the supplier fails to deliver the goods /Services within the delivery schedule prescribed in the order and SCCL is forced to purchase such goods / services from any other source at a higher price, the supplier shall pay the difference amount to SCCL. Additional expenditure if any will be recovered from running bills of defaulted supplier anywhere in the company. In case the running bills amount is not sufficient, the defaulting supplier shall pay the amount within 15 days of receipt of the notice from SCCL. Otherwise the amount will be recovered by invoking the Performance Bank Guarantee.

14. INSURANCE

The PMC Agency shall carry and keep current during the Term of this Agreement adequate insurance coverage for the Contractor's employees. The Contractor shall upon request of SCCL, furnish SCCL with particulars of the insurance policies procured by the Contractor for the purpose of the Works.

The Contractor shall indemnify SCCL against any losses as above that may result due to lack of required insurance cover.

- 15. Limitation of Liability:** Employer's and Contractor's total obligation under the contract cannot exceed 100% of the Contract Price and neither of us have any compensation, contribution or other obligation for consequential, punitive, incidental, indirect or exemplary losses (including, but not limited, to profit or revenue loss, capital costs, replacement costs and increased operating costs).

16. Indemnities :

Either Party shall indemnify and hold harmless the other Party not in breach, as the case may be, its directors, officers, employees, agents, Affiliates and sub-contractors ("Indemnified Party") from and against all Claims, Losses, allegations, liabilities, obligations, costs and expenses (including, without limitation, attorney fees and costs) for breach of obligations including applicable laws.

17. Warranty

PMC Agency warrants that it shall perform the services in accordance with the provisions of the contract.

18. PMC Agency acknowledges that SCCL is the owner of the Confidential Information.

In the event that PMC Agency is bound by virtue of a statute or court order to disclose any Confidential Information, PMC Agency shall give prior written notice to SCCL so that SCCL may seek a protective order, allowing it to control the content and scope of the disclosure and protect the Confidential Information.

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5. General Terms And Conditions

1. CANCELLATION/TERMINATION OF CONTRACT

Under exceptional circumstances if SCCL cancels the order / contract either in whole or portion thereof, PMC Agency shall be compensated for the services carried out till the date of cancellation. SCCL shall discuss in detail with PMC Agency to exhaust all possibilities of PMC Agency not being able to deliver its services before applying the termination clause. PMC Agency will be free to terminate the contract in case of major delay in schedule or non-receipt of payment due to it as per agreed terms.

2. CONSEQUENCES OF BREACH:

a. Deliveries:

The delivery schedules are either furnished in the Purchase Order or given by the respective Depts. The time and the date of delivery of the Stores/service, stipulated in the Purchase Order, shall be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Should the supplier fail to deliver these Stores or any consignment thereof, within the period prescribed for such delivery, the Singareni Collieries Co. Ltd., at their option, and shall be entitled to take following action against the Suppliers.

i) S.C.C.L. at their option may recover from the contractor towards liquidated damages a sum as indicated in the order subject to force majeure conditions which are to be substantiated with documentary evidence.

Or

ii) Cancel the order and to purchase elsewhere without notice to the Suppliers on account and at the risk of the Supplier, the Stores not delivered or otherwise of a similar description (Whether or not the Stores ordered on others or exactly Complying with order pending, the decision of The Chief of Purchase in this regard will be final) without cancelling the contract in respect of consignments not yet due for delivery.

In the event of action being taken under (ii) The Supplier shall be liable for any loss which The Singareni Collieries Co. Ltd., may sustain on that account, but the Supplier shall not be entitled to any gain on Purchases made against default and to forfeit Security Deposit fully or in part.

b. Whenever under this contract, any such money is recoverable from and payable by Supplier, the Singareni Collieries Co. Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum due to which at any time thereafter, may become due from the Supplier in this or any other contract. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Singareni Collieries Co. Ltd., on demand the remaining balance. The supplier shall not be entitled to any gain on any such Purchase.

c. Performance Bank Guarantee will also be forfeited for any breach of contract.

3. LAWS APPLICABLE:

The contract shall be governed by the Laws of Indian Union for the time being in force. The marking of all Stores supplied must comply with the requirements of Indian Laws relating to the merchandise marks and all the Acts and rules made under such Laws.

4. SETTLEMENT OF DISPUTES:

1. Dispute resolution

- 1.1 Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to Purchase Order /Contract/Agreement (including its interpretation) as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause No.2.
- 1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of Purchase Order /Contract/Agreement promptly, equitably and in good faith, pertaining to any Dispute.

2. Conciliation

- 2.1 In the event of any dispute or differences arising directly or indirectly out of Purchase Order /Contract/Agreement or otherwise, the Parties undertake to use all reasonable endeavors to resolve such disputes amicably. In this regard, if the dispute is raised by the Contractor, he shall make a request in writing to SCCL for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the Contractor shall be entertained by SCCL.
- 2.2 If the disputes cannot be settled amicably, the disputes shall be taken for civil court as provided in Clause 3 below.

3. Civil Court

- 3.1 In the event of any question, dispute or difference arising under the terms and conditions or interpretation of the terms of, or in connection with Purchase Order /Contract/Agreement (except as to any matter the decision of which is specially provided for by these conditions), or the performance of any of the obligations of SCCL and the successful bidder hereunder or referred to herein, including an issue or dispute as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") is not settled through negotiations, the respective parties can seek remedy through 'CIVIL COURT' having competent pecuniary and territorial jurisdiction or at competent court in Bhadravadi-Kothagudem district and not by Arbitration.

No dispute shall be referred to Arbitration other than civil courts. No dispute shall be entertained in any form and on any matter pertaining to contract except herein above mentioned.

5. WORK AND PAYMENT DURING THE CIVIL COURT PROCEEDINGS:

Work under the contract, shall if reasonable, continue by mutual agreement during the civil court proceedings, and no payment due to or payable by the Singareni collieries Co. Ltd., will be withheld without reasonable cause and merely on account of the pendency of such proceedings.

6. CORRESPONDENCE AFTER PLACING ORDER:

After placing the order, correspondence related to issues regarding supplies, payments & penalties shall be made with the consignee only. In case the issues are not settled at consignee level, correspondence shall be made with the area CGM / GM concerned. In case the issues are not settled at area CGM / GM level, correspondence shall be made with CGM (Purchase). In case the issues are not settled at CGM (Purchase) level, correspondence shall be made with Director

(Operations). In case the issues are not settled at Director (Operations) level also, correspondence shall be made with C&MD. Bidder is advised to visit SCCL's web site www.scclmines.com for name and address phone number, and e-mail ID of consignee, area CGMs / GMs, CGM (Purchase), Director (Operations) and C&MD.

7. BRIBES & GIFTS:

Any Bribe, Commission, gift or advantage given, promised or offered by or on behalf of the Supplier or his partner, agent or servant or any one on his or their behalf to any Officer, Servant, representative or agent of the Singareni Collieries Company Limited, or any person on his or their behalf for obtaining or executing of this or any other contract with Singareni Collieries Co. Ltd., shall in addition to any criminal liability which the Supplier may incur, subject the Supplier in the cancellation of this and all other contracts with and also to payment of any loss of damage resulting from any such cancellation to the like extent as is provided in case cancellation under clauses thereof.

Any question or dispute to the commission of any offence under present clause shall be settled by the Singareni Collieries Co. Ltd., in such manner and on such evidence of information as they think it sufficient & their decision, shall be final and conclusive.

8. Amendments

- SCCL shall have the right by written notice to change the terms of the Contract, the drawings, specifications or other descriptions, the time, method or place of Completion or to suspend Completion of the Services. Upon receipt of such notice, PMC Agency shall proceed promptly to make such changes. If any such change causes a change in the cost of the services or in the time required for performance, PMC Agency shall provide prompt notice to SCCL of any such change and an equitable adjustment shall be negotiated promptly and the Contract shall be modified in writing accordingly.
- No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- No failure or delay by PMC Agency in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

- 9. Severability:** The invalidity or unenforceability of any provision of the contract shall be determined only by a court of competent jurisdiction, and the parties hereby agree to negotiate an equitable adjustment to any invalid or unenforceable provisions with a view toward effecting the original purpose and intent of the contract; provided, however, that the validity or enforceability of the remaining provisions of the contract, or any portions or applications thereof, shall not be affected by the unenforceability or invalidity of any other provision of the contract, and any invalid or unenforceable provision shall be deemed severed from the remainder of the contract.

10. BANK CHARGES:

- a. Wherever under this order full/part payment is accepted against documents sent through Bank, it is made clear that no Bank charges or Bank Interest would be paid. In case such interest is still charged, the Singareni Collieries Co. Ltd., reserves the right to refuse to retire the documents, altogether and resultant demurrages, rebooking charges, etc., would be entirely to suppliers account.
- b. The Singareni Collieries Co. Ltd., do not accept any conditions/stipulations for release of documents in certain number of days. However, the suppliers should ensure presentation of documents in time to see that no demurrage is incurred.

11. LIQUIDATED DAMAGES FOR DELAYED SUPPLIES:

While preparing invoice, penalty amount payable due to late delivery should be deducted from the invoice amount payable. Otherwise, documents will not be cleared and no payment will be made and any demurrages/ wharfage arising out of such noncompliance have to be borne by the Supplier.

12. COMPLETION CERTIFICATE

On completion of the contract period and notifying the same by Contractor to the Project In-charge, the Contract Completion Certificate shall be issued by the Project In-charge. Payment of final bill shall be made thereafter and refund of PBG shall, however, be made as per relevant clause of the contract.

13. IN CASE THE ORDER IS FOR SUPPLY OF EQUIPMENT / SPARES AND TO CARRYOUT ERECTION / REPAIR / MAINTENANCE Etc. AT SCCL SITE:

- a. The contractor shall pay not less than minimum wages to his employees deployed at SCCL site, as revised from time to time under the Minimum Wages Act, wherever applicable.
- b. The contractor shall contribute towards Provident Fund for his employees deployed at SCCL site, at the rate as revised from time to time under The Employees Provident Fund and Misc. Provisions Act-1952, wherever applicable.
- c. The contractor shall pay bonus as prescribed under payment of Bonus Act, wherever applicable, subject to a minimum as per law in the absence of adequate profits.
- d. Without prejudice to the Contractor's liabilities under the General conditions of Contract (GCC), the contractor shall at his own cost and initiative at all times up to the successful completion of the contract take out and maintain Insurance cover from any Nationalized insurance Company in India under the Employees Compensation Act and any other Industrial legislation applicable from time to time in the State of TELANGANA providing for payment of compensation to employees in the event of death, injury or accident to employees in the course of or in connection with employment, such policy(ies) in-respect of Employees Compensation, Insurance to be of value of not less than that of amount as per employees compensation act.

Should the contractor fail to take out and / or keep in force insurance as provided for in the foregoing sub-clauses, the owner shall be entitled (but without obligation to do so) to take out and keep in force such insurance(s) at the cost and expenses of the contractor in all respects, and without prejudice to any other rights and remedy of the owner in this behalf to deduct the costs and premium incurred therefore from amount becoming due to contractor from time to time.

- e. The contractor shall obtain Labour Licence from Assistant Labour Commissioner (Central) of the area as required and a copy of the same to be submitted to SCCL.
- f. The contractor shall not Sub- Contract the work in whole or part without obtaining the prior written consent of SCCL.
The contractor shall, notwithstanding the consent, remain solely liable and responsible to SCCL, for and in-respect of the due performance of the contract and the Vendor's obligations there under.

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Annexure –A**Format of Letter of Bid (LOB)****LETTER HEAD OF BIDDER**

To

The General Manager (MP)

The Singareni Collieries Company Limited.,
Kothagudem Post.
Bhadradri District.
TS - 507101

Sub : Letter of Bid for Consultancy services for carrying out feasibility study and preparation of DPR for development of Solar Power Projects for 2 years period on Rate Contract basis.

Ref : **Tender No. E0121O0402 dt..31.01.2022.**

Dear Sirs,

1. Having examined the complete Tender document, we, the undersigned, offer to propose for the Engagement of Consultants with SCCL, in full conformity with the NIT as available in E-Portal.
2. We have read the provisions of NIT and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this Proposal, consisting of this letter, the Pre-qualification and Technical Proposal, the duly notarized written power of attorney, and all attachments, it shall remain binding upon us and at any time before the expiration of the period of engagement.
4. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
5. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
6. We are hereby submitting our offer in full compliance with the terms and condition of the subject NIT. If any information furnished by me/us online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/we shall have no claim against SCCL.

Yours faithfully,

(Signature of Bidder and Seal of the firm)

1. Name of the Bidder :
2. Address :
3. e-Mail Address :
4. Mobile/Telephone Number :
5. FAX Number :
6. Place :
7. Date :

Annexure-B

Format of Power of Attorney for Signing Bid

POWER OF ATTORNEY

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

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of....., as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for Tender No. **E012100402 dt..31.01.2022**, including signing and submission of all documents and providing information / Bids to SCCL, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SCCL may require us to submit. The aforesaid Attorney is further authorized for making representations to the SCCL, and providing information / responses to SCCL representing us in all matters before SCCL and generally dealing with SCCL in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the EOI.

Signed by the within named
..... **(Insert the name of the executant company)**
through the hand of Mr.duly authorized by the
Board to issue such Power of Attorney

Dated this day of

Accepted

Signature of Attorney
(Name, designation and address of the Attorney)

Attested
.....

(Signature of the executant)
(Name, designation and address of the executants)

.....
Signature and stamp of Notary of the place of execution

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

WITNESS

1.
(Signature)
Name.....
Designation
2.
(Signature)
Name.....
Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

ANNEXURE –C

NON-BANNING OR DELISTING CERTIFICATE

Our firm has not been suspended banned or de-listed by any Government or Quasi-government agencies or PSU's.

Date:

Signature of Tenderer

Seal of the firm

Annexure-D

**FORMAT for
EXPERIENCE OF FIRM:**

Sub : Consultancy services for carrying out feasibility study and preparation of DPR for development of Solar Power Projects for 2 years period on Rate Contract basis.

Ref : Tender No. E0121O0402 dt..31.01.2022.

Project title:		
Client:		Duration (Start; End Date):
Contract value:	Person months input:	Total person months under the contract:
Capacity of Plant:	Location:	
Firm which undertook work:		
Name of associate Firm, if any:		
Narrative description of project:		
Activities performed highlighting relevant experience for the present assignment:		

Note: 1) Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience Valid documentary evidence is to be submitted against all the experience criteria.

2) Only experiences accompanied by Purchase order, valid work completion certificates or a copy of Payment / receipt register or any publicly available document confirming the completion of last milestone under the contract support letter or email confirmation from the client on successful completion of contract or last milestone from the clients will be considered for the purpose of eligibility. For on-going projects, the bidder has to submit a documentary evidence from client against the submission of draft DPR. The project details shall be accompanied with work completion certificates.

For Government agencies / PSUs, Self certification is sufficient.

Annexure-E**Format for Team Composition**

Sub : Consultancy services for carrying out feasibility study and preparation of DPR for development of Solar Power Projects for 2 years period on Rate Contract basis.

Ref : Tender No. E0121O0402 dt. 31.01.2022.

#	Name	Educational Qualification	Position in the Firm	Years of Relevant Experience	Count of Projects in respective sector	Project Name, year and description	Expertise	Supporting documents page No.	
	<u>B1. TEAM LEADER</u>								
1									
	<u>B2. TECHNICAL EXPERT</u>								
1									
	<u>B3. MARKET cum FINANCIAL EXPERT</u>								
1									
	<u>B4. FLOATING TECHNOLOGY EXPERT</u>								
1									
	<u>B5. RESOURCEFUL PERSONNEL</u>								
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									

NOTE: 1. CVs of each staff (for the names mentioned above) should be enclosed in the prescribed format.

2. CVs submitted for staff, other than mentioned in the above table, will not be taken into consideration.

3. Names shall not be repeated.

Annexure-F**1. Format of Curriculum Vitae (to be provided by all the Key personnel & resource personnel including TeamLeader)**1. **Name of Staff:** _____2. **Proposed Position:** _____3. **Employer:** _____4. **Date of Birth:** _____ **Nationality:** _____**5. Education:**

<u>School, college and/or University Attended</u>	<u>Degree/certificate or other specialized education obtained</u>	<u>Year Obtained</u>

6. **Countries of Work Experience:** _____7. **Languages:** _____**8. Employment Record**

<u>Name of the Firm</u>	<u>From – To Date</u>	<u>Designation/ Position held</u>

9. Work Undertaken that Best Illustrates Capability to Handle the Tasks defined in the scope of work

Name of assignment or project: _____

Employer: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Place: _____ Date: _____ Signature of Candidate

Place: _____ Date: _____ Signature of the authorized representative of Firm with Office Seal

- Note: 1. Each page of the CV shall be signed in ink by both the staff member and the Authorized representative of the firm. Photocopies will not be considered for evaluation.
2. For Government agencies / PSUs, signature of candidate on CV is not mandatory.
3. SCCL reserves the right to ask for the details regarding the proof of age, qualification, experience & association of the key staff with the firm, at any stage of Tender process. In case of any deviation the bid will be disqualified.

ANNEXURE –G

SELF CERTIFICATE FOR EXECUTION OF ORDERS.

Sub : Consultancy services for carrying out feasibility study and preparation of DPR for Development of Solar Power Projects for 2 years period on Rate Contract basis .

Ref : Tender No. E0121O0402 dt..31.01.2022.

The items/services covered in the Order copies enclosed with our offer have been fully executed without any complaint on account of performance.

Date:

Signature of the Tenderer

Place:

Seal of Firm

ANNEXURE –H

Annual Turnover

NIT No. _____

[On the letterhead of Bidding Company]

To,

Sir,

Sub: Annual Turnover for _____

We certify that the Bidding Company had an average Annual Turnover of Rs. -----

----- on Consultancy Services based on audited annual accounts of the last three financial years 2018-19, 2019-20 & 2020-21.

Authorised Signatory

(Power of Attorney holder)

Statutory Auditor

(Stamp & Signature)

ANNEXURE –I

THE SINGARENI COLLIERIES COMPANY LIMITED			
OTHER COMMERCIAL INFORMATION			
Tender Ref: Consultancy services for carrying out feasibility study and preparation of DPR for development of Solar Power Projects for 2 years period on Rate Contract basis.			
Tender No.: E0121O0402 Dt.31.01.2022.			
SI No	Particulars	Details	Remarks, if any
1	Details of EMD		
2	Validity of offer (6 calendar months From date of Opening of Techno-Commercial Bi d)		
3	PAN		
4	Payment details (for EFT)		
a	Account Name		
b	Banker's Name		
c	Branch		
d	Address, City/Town, District, State		
e	Account type		
f	A/c No & EFT No		
g	IFSC Code		
h	If applicable, indicate Registration No. & Registering Authority		
5	SCCL Vendor Code of the bidder(If already registered)		
6	GST registration details		
a	GST No.		

Signature of the Bidder**Seal of the Firm**

ANNEXURE – J**Acceptance of Commercial terms and conditions by the Bidder.**

Sub : Consultancy services for carrying out feasibility study and preparation of DPR for development of Solar Power Projects for 2 years period on Rate Contract basis.

Ref : Tender No. **E0121O0402 Dt.31.01.2022.**

Sl. No	Commercial Terms of NIT	Acceptance of Bidder
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity (6 calendar months)	Accepted
3	Firm Price condition as per NIT	Accepted
4	Submission of Tax invoice	Accepted
5	Applicable Taxes & Duties	Accepted
6	Consignee/Destination Point	Accepted
7	Delivery	Accepted
8	Payment Terms	Accepted
9	Penalties/recoveries	Accepted
10	Insurance	Accepted
11	Liability	Accepted
12	Force Majeure	Accepted
13	Performance Bank Guarantee as per NIT	Accepted
14	Currency of Bid	Accepted
15	Dispute resolution clauses	Accepted
16	General Terms and Conditions	Accepted

Signature of the Bidder

Seal of the Firm

ANNEXURE – K**DECLARATION CERTIFICATE**

We do hereby declare that the contents of the offer submitted vide no. against this Tender No. Enquiry Number **E0121O0402 Dt.31.01.2022** have been given after fully understanding and the same are true and complete in every particular and that if any untrue abetment /information contained therein, the said offer shall be considered absolutely null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

- i) I/WePartner/Legal Attorney/Proprietor / Accredited Representative of M/s..... declare that we are submitting our tender vide our offer No. Dtd.....
- ii) The contents of the offer given after fully understanding and all information furnished by me / us are correct and true and complete in every respect.
- iii) All documents/credentials submitted along with the tender are genuine, authentic, true and valid.
- iv) If any information or document submitted is found to be false / orrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against me / us luding termination of the contract, forfeiture of all dues including EMD/Security Deposit and blacklisting of my/ our firm and all partners of the firm as per provisions of Law.”

Signature of the Tenderer

Seal of Firm

Annexure-L

Self - evaluation Format

Name of Bidder:

A. Firm's Relevant Experience:

S.No	Description	Max. Marks	Self evaluation Marks	Reference
A	Experience of the Firm related to Assignments	50		
A1	Experience in preparation of Detailed Project Report / Detailed Feasibility Report for setting up of Solar Power Plants on or after 1 st April 2016. Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience. i) Less than 4 projects -- 0 marks ii) 4 projects -- 10 marks iii) For each additional project above 4 -- 1 mark (up to a maximum of 5 additional projects)	15		
A2	Experience in preparation of Detailed Project Report / Detailed Feasibility Report (DPR) for Solar Power Project of at least 100 MW capacity (as a single project) on or after 1 st April 2016. Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience. i) Less than 1 project -- 0 marks ii) 1 project -- 6 marks iii) For each additional project above 1 -- 1 mark (up to a maximum of 4 additional projects)	10		
A3	Experience of providing consultancy services for solar projects (Techno/commercial aspects), for Central / State Governments / Union Territory/PSUs/any agency designated by MNRE for development of Renewable Energy projects /Govt. agency in India. Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience. i) Less than 1 project -- 0 marks ii) 1 project -- 6 marks iii) For each additional project above 1 -- 1 mark (up to a maximum of 4 additional projects)	10		
A4	Experience in preparation of DPR for Solar Projects under UMREPP scheme (Each Project capacity should be at least 100 MW). Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience. i) Less than 1 project -- 0 marks ii) 1 project -- 3 marks iii) For each additional project above 1 -- 1 mark (up to a maximum of 2 additional projects)	5		
A5	Experience in preparation of Detailed Project Report / Detailed Feasibility Report for Floating Solar Power Projects. Ongoing projects (for which draft DPR is submitted) will be considered for claiming as experience. i) Less than 1 project -- 0 marks ii) 1 project -- 4 marks iii) More than 1 project -- 5 marks	5		

A6	Experience in Project Management Consultancy / Supervision in erection of Solar Power Plant (duration of minimum 1 year) in the last 8 years. i) Less than 1 project -- 0 marks ii) 1 project -- 4 marks iii) More than 1 project -- 5 marks	5		
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B. Qualification and Competence of the key staff for adequacy of the assignment.**Detailed CV evaluation criteria**

S.No	Description	Max. Marks	Self evaluation Marks	Reference
B1	TEAM LEADER (On the pay roll of Bidder)	18		
	1) General Qualification			
	a) Degree in Civil / Mechanical /Electrical Engineering or any equivalent specialized course in Renewable energy 4 marks	8		
	b) Post Graduation in Civil / Mechanical /Electrical Engineering or any equivalent specialized course in Renewable energy 2 marks			
	c) Post Graduation in Management 2 marks			
	2) Relevant Experience & Adequacy for the Project			
	a) Years of experience in Solar energy Projects	8		
	i) Less than 5 years - 0 marks			
	ii) 5 years - 2 marks			
	iii) For each additional year of experience, up to 4 additional years - 0.5 mark			
	b) Number of Projects worked			
	i) Less than 4 - 0 marks			
	ii) 4 Projects - 2 marks			
	iii) For each additional projects, up to 2 additional projects - 0.5 mark			
	3) Employment with Firm			
	a) Less than 1 year 0 marks	2		
	b) More than or equal to 1 year 2 marks			
B2	TECHNICAL EXPERT (On the pay roll of Bidder)	12		
	1) General Qualification			
	a) Degree in Civil / Mechanical /Electrical Engineering or any equivalent specialized course in Renewable energy 3 marks			
	b) Post Graduation in Civil / Mechanical /Electrical Engineering or any equivalent specialized course in Renewable energy 2 marks			
	2) Relevant Experience & Adequacy for the Project			
	a) Years of experience in Renewable energy Projects			
	i) Less than 5 years - 0 marks			
	ii) 5 years - 2 marks			
	iii) For each additional year of experience, up to 2 additional years - 0.5 mark			
	b) Number of Projects worked			
	i) Less than 4 - 0 marks			
	ii) 4 Projects and above - 2 marks			
	3) Employment with Firm			
	a) Less than 1 year - 0 marks			
	b) More than or equal to 1 year - 2 marks			

B3	MARKET cum FINANCIAL EXPERT (On the pay roll of Bidder)	5		
	a) Post Graduate Degree in Management (Finance) /Economics / Statistics or equivalent - 2 marks b) Total Professional experience for more than or equal to 10 years - 2 marks c) Experience in Financial analysis of Solar Projects - 1 mark			
B4	FLOATING TECHNOLOGY EXPERT (On the pay roll of Bidder) Graduation / Post Graduation in Engineering with relevant experience of minimum 3 years, in any of the following fields; a) Anchoring / Mooring b) Design of Float Boards c) Bathymetry / Hydrographic survey d) Working experience in FSPV	3		
B5	Number of Resource Personnel (On the pay roll of Bidder) <u>Minimum Qualifying Requirement</u> : Engineering Degree with minimum 5 years of experience in Power / Renewable energy sector a) Number of Resource Personnel on the pay rolls of bidder : 5 - 6 marks b) For each additional Resource Personnel above 5 (up to a max. of 6 persons) - 6 marks.	12		

* * *

Format**PERFORMANCE BANK GUARANTEE**

In consideration of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code-507101, Bhadradi Kothagudem District (Telangana State) having agreed as per their order No. _____ to accept _____% Bank guarantee before making payment to make up the value of the equipment for the due fulfillment of the contract as per the terms and conditions contained in the order on production of performance bond in the shape of Bank Guarantee for Rs. _____ (Rupees _____).

We, the Bankers, (_____) through our Regional Office at _____ for and on behalf of our constituents M/s. _____ hereby execute this Bank Guarantee undertake to indemnify The Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code. 507101, Bhadradi Kothagudem District (Telangana State) to the extent of Rs. _____ against satisfactory performance of the equipment to the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code – 507 101, Bhadradi Kothagudem District (Telangana State) or their assignee by reason of any breach of terms by the supplier or as contained vide the terms of the accepted supply order, during the period of _____ months from the date of dispatch or _____ months from the date of commissioning whichever is earlier, are fulfilled for the good unto order.

We, the Bankers _____ further agree that this performance guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it will continue to be enforceable till the dues of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code –507101, Bhadradi Kothagudem District (Telangana State) under or by virtue of the contract have been fully paid up and their claims fully satisfied or discharged, till the Singareni Collieries Company Limited, Kothagudem Collieries Post Office PIN Code 507 101, Bhadradi Kothagudem District (Telangana State) or their assignee certifies that the terms and conditions of the tender have been fully and properly carried out by the contractor and accordingly discharged this guarantee subject however, that the Singareni Collieries Company Limited, Kothagudem Collieries Post Office, PIN Code – 507101, Bhadradi Kothagudem District (Telangana State) or their assignee shall have no rights under this performance Bank guarantee after expiry of _____ months from the date of its execution i.e., up to _____.

And we (The Bank) hereby undertake to pay any claim under the Bank Guarantee on mere demand without any demur to the Company without any reference to the supplier a sum not exceeding Rs. _____ for non-fulfillment of any of the terms and conditions of the contract by the supplier.

We, _____ (The Bank) further agree that if the demand is made by the Company for honoring the bank guarantee constituted by these _____ presents we _____ (Bank) have no right to decline the same for any reason whatsoever and shall pay the amount without any demur within immediately from the date of such demand.

The very fact that we _____ (The Bank) decline or fail or neglect to honour the bank guarantee in any manner whatsoever is a sufficient reason for the company to enforce the bank guarantee unconditionally without any reference to the said supplier.

We _____ (The Bank) further agree that a mere demand by the company is sufficient for us to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the supplier and no protest by the said supplier can be a valid ground for us to decline or fail or neglect to make payment to the company in the manner within the time aforesaid.

We _____ (The Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the SCCL in writing.

The guarantee shall remain in force for a period of _____ months from the date of dispatch or _____ months from the date of commissioning whichever is earlier, in period of time subject to further that the company shall have no right under this bond after the expiry of the above period from the date of execution and we _____ (The Bank) shall be relieved and discharged from all liabilities under this guarantee thereafter.

The above Bank Guarantee is operational for all purpose at our _____ Branch, Hyderabad / Kothagudem and We are liable to pay the Guaranteed amount or any part thereof under this guarantee at our _____ Branch, Hyderabad / Kothagudem.

Note: The claim period for the BG shall be 12 months from the date of expiry of BG.

Contact details of the Banker:

Postal Address:

Phone & Fax Number:

Mail-Id :

* * *