

CIL Navikarniya Urja Limited
(A Subsidiary Company of Coal India Limited)

Tender Document For

Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning, Associated Transmission System and Comprehensive O&M for 10 Years of 40MW (AC) Solar PV Power Plant at Johilla Area, Umaria, Madhya Pradesh, India



CIL Navi Karniya Urja
Limited 7th Floor, Coal
Bhawan, Premises
No-4 MAR Action Area –
1A, New Town, Rajarhat,
Kolkata (WB) – 700156
Email:
ceo.cnul@coalindia.in

About the Company

CIL Navikarniya Urja Limited (CNUL), a wholly owned subsidiary company of Coal India Limited was incorporated on 16th of April, 2021 to venture into new business area of New and Renewable Energy (Non-Conventional) segment including Solar, Wind, Small Hydro, Biomass, Geo-Thermal, Hydrogen, Tidal, etc., along with other prevalent technologies/emerging technologies for development of non-conventional/clean & renewal energy Business.

Parent company Coal India Limited (CIL) is the state-owned coal mining corporate came into being in November 1975 is at the forefront of the nation's coal production in the Indian energy sector. CIL alone produces around 83% of country's entire coal output. In a country where 69% of the total electricity generation is coal based, CIL virtually empowers the nation's power sector. Around 80% of CIL's total supplies are catered to power sector.

South Eastern Coal Fields Limited (SECL) is the wholly owned subsidiary Company of CIL. SECL intends for Development of **40 MW (AC)** Grid Connected Solar PV Project at one location of Johilla Area, SECL, Umaria, and Madhya Pradesh. CNUL has been awarded the job of providing PMC service for developing the 40 MW project through engagement of EPC Contractor.

The generated solar power from the proposed solar project will be utilized by SECL for captive consumption. CNUL endeavor to reduce energy charge of the Subsidiary by installing the proposed solar project.

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SECTION – I: NOTICE INVITING TENDER (NIT)

कोल इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

सौर विभाग

परिसर सं.-04 एम.ए.आर., प्लॉट नं.-ए.एफ.-III,
एक्शन एरिया- 1A, न्यू टाउन,
राजरहाट, कोलकाता-700156
फ़ोन: 033 23244024, फ़ैक्स: 033 23244082
वेबसाइट: www.coalindia.in



Coal India Limited

(A Government of India Enterprise)

Solar Division

Premises No. 04 MAR, Plot No. AF-III,
Action Area 1A, New Town,
Rajarhat, Kolkata-700156
Phone: 033 23244024, Fax: 033 3244082
Website: www.coalindia.in

Ref. No.: CIL/CNUL/SECL_40MW/JOHILLA/02

Dated: 29.10.2024

E-TENDER NOTICE

1. Tenders are invited on-line on the website <https://coalindiatenders.nic.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

A	Scope Of Work	<p>Design & engineering, procurement & supply of equipment and materials (including PV modules, testing at manufacturers works, multi – level inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licenses, installation and incidentals, insurance at all stages (Including Insurance of PV Modules), erection, testing and commissioning of 40 MW (AC) Grid connected ground mounted Solar PV Power Plant along with DC Overloading and performance demonstration with associated equipment and materials on turnkey basis at Johilla, Umaria, M.P along with 10 (Ten) years comprehensive operation and maintenance from the date of commissioning or Operational Acceptance, whichever is later.</p> <ol style="list-style-type: none">1. Design, Procurement & Supply, and erection of the following, in all respect:<ol style="list-style-type: none">a) Supply, Packing and Forwarding, and Transportation of PV Modules up to the solar site at Johilla Area, Umrao, M.P, Transit insurance of crystalline Solar PV Modules with nominal wattage and dimensions as mentioned in the scope of supply for 1500V System Voltage including DC overloading and mandatory spares.b) The Total capacity of PV modules to be procured under this tender, excluding mandatory spares is 56 MWp (minimum).
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		<ul style="list-style-type: none"> c) Erection, Installation, Testing and Commissioning of 132 kV 20 KM Transmission System from project site to injection point (BirsinghpurPali Substation) d) Module mounting structures and fasteners. Installation, Erection, Testing and Commissioning of Modules (as supplied by owner) along with demonstration of the performance parameters. e) All power conditioning systems including junction boxes, Inverters/ PCU, DC and AC circuit breaker(s). f) All associated electrical works and equipment required for interfacing line/ cable (i.e., transformer(s) – power and auxiliary, breakers, isolators, lightning arrestor(s), LT/other panels, protection system, cables, metering etc., but not limited to) as per technical specifications. g) Design, supply, erection, testing & commissioning defined in scope of work/ TS as per project requirement and associated switchgear equipment and metering equipment as per technical specification and state regulations. h) All associated civil works, including design and Engineering, for: Earthwork for Site grading, cutting, filling, levelling & compacting, internal Roads, Storm water drainage in the requisite project land as required for development of this Solar PV Power Plant i) Construction of Passage for Cleaning of Solar PV Project j) Construction of rainwater drainage, if required k) Setting up of a comprehensive Fire Protection system as per the Hazardous area classification for the site l) Supply of mandatory spares & special tools and tackles m) Demonstration of performance of the plant as per the requirement specified in the bidding documents. n) Comprehensive operation & maintenance of the ground mounted SPV plant for 10 (Ten) years as mentioned in detailed scope of work from the date of commissioning or Operational Acceptance, whichever is later, as detailed in technical specification, including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc. o) Obtaining all associated statutory and regulatory compliances and approvals for successful construction, commissioning and operation of plant
B	Capacity Utilization Factor (CUF) or	Minimum CUF= 23.54 % at delivery point

	Minimum Net Electrical Energy Generation Guarantee (Minimum NEEGG)	CUF = plant output in kWh / (installed plant capacity in kW * 365 X 24) Minimum NEEGG = 82.48 Million Units (for 1 st year)
C	Tender ID. and date	As per Portal
D	Source of Fund	Owner as defined in the Bid Data Sheets (BDS) intends to finance the package through domestic funding and own resources.
E	Type of Tender	“Single Stage Two Part “online Bidding system.
F	Bidders Eligibility Criteria	It’s a “Domestic Competitive Bidding” and hence this bid is open only for bidders registered within the Owner’s country.
G	Scheduled Completion/ Contract Period	Scheduled Completion/ Contract Period shall mean: (i) 12 Months (ii) O&M period of 10 years after SCOD.
H	Cost of Bidding Document	Free of Cost
I	Tender Processing Fee	Free of Cost
J	Earnest Money Deposit (EMD)	INR 50 Lakhs.
K	Contract Performance Security	Applicable as per Section III – Special Conditions of Contract (SCC)
L	Date Time & Venue of Pre-Bid meeting & site visit	Pre Bid: As per Portal Details Site Visit: The bidder, at the Bidder’s own responsibilities, cost, and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder’s own expense. a) It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and

		<p>fluctuations thereto whether he/she/they actually visit the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.</p> <p>b) The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.</p>
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Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
<p>Sudarsan Bora GM (E&M) Solar Dept. Coal India Limited <u>gmsolar.cil@coalindia.in</u></p>	<p>1. Jitendra Kr. Singh Sr. Manager (E&M) Solar Dept. <u>singh.jitendra@coalindia.in</u></p> <p>2. Rajnesh Meena Deputy Manager (E&M) Solar Dept. <u>rajnish.meena@coalindia.in</u></p>
<p>For any Portal related queries please call at 24 x 7 Help Desk Number- 0120-4001 002, 0120-4001 005, 0120-4493 395 Email: support-eproc@nic.com</p>	

2. Time Schedule of Tender

1	Date of issuance of Tender	As per Portal
2	Last Date and Time for submission of pre-bid clarifications	
3	Date and Time of pre- bid meeting	
4	Last Date and Time for downloading the NIT	
5	Start Date and Time for Online Tender submission	
6	Last Date and Time for Online Tender submission	
7	Date and Time of Technical Bid opening (Cover-I)	
8	Date and time of Opening of Financial Bid (Cover-II)	

Note:

- a. The auto extension of submission of bid shall be applicable as per details mentioned in clause no.24 of NIT.
- b. In case there is any change in date and time of price opening, the same shall be communicated to the technically acceptable bidders through portal.

3. EMD/Bid security

- 3.1 The Bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated below:
The Bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of EMD/Bid security shall be applicable and acceptable. In online mode the Bidder can make payment of EMD either through net banking from designated Banks/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be transferred to CIL/ Subsidiary designated Account. In case of payment through NEFT/RTGS the Bidder will have to make payment as per the Challan generated by system on e-Procurement portal. Bidder will be allowed by the system to submit the bid only when the EMD is successfully received in CIL/Subsidiary designated account and the information flows from Bank's Server to e-Procurement portal. The Earnest Money/ bid security for the unsuccessful Bidder shall be refundable as promptly as possible. The EMD shall bear no interest. No Bid will be accepted unless accompanied by requisite Bid Security/ Earnest Money Deposit as stated above.
- 3.2 Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as nonresponsive unless otherwise exempted in the Bid document.
- 3.3 The EMD of rejected Bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- 3.4 The Bid Security / EMD of successful Bidder may be retained and adjusted with Performance Security / Security Deposit at Bidder's option.
- 3.5 The Bid Security/Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; or
 - b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit;
- Additionally, the Company shall debar such defaulting Contractor from participating in future bids for a minimum period of 12(twelve) months.

3.6 The Bid Security/ EMD deposited with the Employer will not carry any interest.

3.7 No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

3.8 If the refund of EMD is not received by the Bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, Bidder should submit e-Mandate form as per Clause No.7 during bid submission.

3.9 In case the tender is cancelled then EMD of all the participating Bidders will be refunded unless it is forfeited by the Department. If the Bidder withdraws the bid online (i.e. before the end date of submission of tender) then the EMD will be refunded automatically after the opening of tender.

4. Pre-bid Meeting

The pre-bid meeting shall be held on hybrid mode (physical as well as through VC) as per the scheduled date & time, as specified in the e-Procurement portal. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The minutes of the Pre-Bid meeting shall be uploaded on the Portal, which can be viewed by all interested bidders.

5. Clarification of Bid

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.

6. User Portal Agreement

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

7. Eligible Bidders

7.1 The Invitation for Bid(s) is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or JV/Consortium.

The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.

7.2 A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.

7.3 Joint Venture(JV)/Consortium: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract JV/Consortium Details: - Name of all partners of a JV/Consortium (Not more than 3)

Joint Venture/ Consortium details:

Name of all Members of a JV/Consortium (not more than 3):

- i. Lead Member (minimum participation share – 50%)
- ii. Member (minimum participation share – 20%)
- iii. Member (minimum participation share – 20%)

NOTES: JV/Consortium must comply the following requirements:

- i) Following are the minimum qualification requirements for JV/Consortium:
 - a) The qualifying criteria parameter e.g. experience of the individual partners of the JV/CONSORTIUM will be as deliberated under Clause 8 of NIT towards fulfillment of qualification criteria related to experience.
 - b) The qualifying criteria parameter e.g. financial resources (turnover and Net-worth) of the individual partners of the JV/CONSORTIUM. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under Clause 8 of NIT towards fulfillment of qualification criteria related to financial turnover. **However, the required Net-worth shall be met by individual JV/CONSORTIUM partners.**
- ii) The formation of JV/Consortium or change in the JV/Consortium character/ partners after submission of the bid and any change in the bidding regarding JV/Consortium /will not be permitted.
- iii) The bid, and in case of a successful bid- the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the JV/Consortium Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a JV/Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other JV/Consortium or association. In case of dissolution of a JV/Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between JV/Consortium partners in the form of JV/CONSORTIUM Agreement to legally bind

- all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV/Consortium. Such JV/CONSORTIUM Agreement must evidence the commitment of the parties to bid for the facilities applied for (if prequalified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners shall be nominated for being In-Charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
 - vii) The JV/CONSORTIUM Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the JV/Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
 - viii) The contract agreement should be signed by each JV/Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/CONSORTIUM or authorized signatory on behalf of JV/CONSORTIUM.
 - ix) The bid should be signed by the DSC holder submitting the bid.
 - x) An entity can be a partner in only one JV/Consortium. Bid submitted by JV/Consortium including the same entity as partner will be rejected.
 - xi) The JV/CONSORTIUM agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility criteria and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
 - xii) The earnest money / bids security bank guarantee can be submitted by the JV/Consortium or one or more partners of the JV/Consortium.
 - xiii) The JV/CONSORTIUM agreement must specifically state that it is valid for the project for which bidding is done. If JV/CONSORTIUM breaks up midway before award of work and during bid validity period bid will be rejected. If JV/CONSORTIUM breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV/CONSORTIUM shall be debarred from participating in future bids for a minimum period of 12 months.
 - xiv) JV/CONSORTIUM agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
 - xv) JV/CONSORTIUM shall open a bank account in the name of JV/CONSORTIUM and all payments due to the JV/CONSORTIUM shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of the JV/Consortium shall be submitted by JV/CONSORTIUM before making any payment.

8. Eligibility Criteria to qualify for the award of contract and data/supporting documents to be uploaded online

Qualification of the bidder(s) will be based on their meeting the minimum eligibility criteria specified below regarding the Bidder's Technical Experience and Financial eligibility as demonstrated by the Bidder's responses in the corresponding Bid documents. The bid can be submitted by an individual Company or by a Joint Venture/Consortium of not more than 03 (Three) companies. (Specific requirements for Joint Ventures/Consortium are given below)

A. Work Experience

- a) Bidders can participate through any one of the below mentioned qualifying routes. The Bidder shall be considered meeting Technical Eligibility criteria either from Route I or Route II.

Route I

The bidder should have experience in EPC execution of Grid connected Ground mounted Solar PV Projects on Turnkey basis including Design, Supply (Supply of Modules shall be inclusive in the bidder's scope in the past experience), Installation and Commissioning of **cumulative capacity of 15 MW (AC) – with projects of capacity not less than 04 MW (AC)** in last seven financial years as on ending last day of month previous to the one in which bid applications are invited. However, such Grid connected Solar PV Power Plants must have been in satisfactory operation for at least six (06) months from the date of Commissioning. The certificate of Commissioning (including satisfactory performance of 6 months after commissioning) will be submitted by the bidder during bidding.

Route II

The bidder should have experience in execution of Grid Connected Ground mounted Solar PV Projects as a Developer of **cumulative capacity of 15 MW (AC)– with projects of capacity not less than 04 MW(AC)** in last seven financial years as on ending last day of month previous to the one in which bid applications are invited. However, such Grid connected Solar PV Power Plants must have been in satisfactory operation for at least six (06) months from the date of Commissioning. The certificate of Commissioning (including satisfactory performance of 6 months after commissioning) will be submitted by the bidder during bidding.

The bidder shall also be considered qualified, in case the award for executing the reference work has been received by the bidder either directly from the owner of the plant or any other intermediary organization.

- Commissioning Certificate will be accepted if issued by a Govt entity.
- ITR and/or Form 16 (for the relevant year in which bidder has received the final payment of the job) will be additionally required in case work completion is issued by a non-Government entity.

Note:

1). The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document in English or translated in English language. (*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has executed the said work or country of origin of the bidder OR the Indian embassy in the country where bidder has executed the work or country of origin of the bidder.)

2). JV/Consortium, shall be allowed for participation in the bid.

The above qualification criteria can also be fulfilled by JV/CONSORTIUM either individually (by any of the JV/ CONSORTIUM member) or jointly.

However, the participating share of JV/CONSORTIUM partners shall be as below:

i) Lead Partner shall have at least 50% participating share in JV/CONSORTIUM

ii) Other partner(s) shall have at least 20% participating share in JV/CONSORTIUM.

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation.

b) Scanned copy of documents to be uploaded by bidder(s) in Bidder space/ My Document.

The Applicant shall furnish details of such Solar Photo Voltaic-based grid connected power plant(s) in the formats given in Annexure-XVII(a) and Annexure-XVII(b) along with the following documents as documentary evidence:

Under Route I

A. Acknowledgement / Certificate from customer / client for successful execution of work / contract. The acknowledgement / certificate must contain following information:

- Name & address of Employer/Work Order Issuing authority of each experience.
- Capacity of Solar Project in MW (AC).
- Date of award of work for installation of Solar Plant/System.
- Date of commissioning of Solar Plant/System.

B. Self-attested copy of Work Order(s) or Contract(s).

C. The Performance Certificate must have been issued for a minimum duration of 06 (Six) months from the date of commissioning. The Performance Certificate/Joint meter reading

(JMR) reports shall have been issued by any state/ central owned agencies or state power departments or authorized representative of Power offtaker (Discom/Private Power purchaser).

- D. Percentage (%) share of each experience (In case the experience has been earned by the bidder as a partner in a JV/Consortium firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that JV/Consortium firm/partnership firm will be considered against eligibility else it shall be taken as 100%).

Under Route II

- A. Letter of Award (LOA)/Work Order/Contract document/Certificate of Commissioning issued to the EPC player having following Information:
- Name & address of Employer/Work Order Issuing authority of each experience.
 - Capacity of Solar Project in MW (AC).
 - Date of award of work for installation of Solar Plant/System to EPC.
 - Date of commissioning of Solar Plant/System.
- B. The Performance Certificate must have been issued for a minimum duration of 06 (Six) months from the date of commissioning. The Performance Certificate/Joint meter reading (JMR) reports shall have been issued by any state/ central owned agencies or state power departments or authorized representative of Power offtaker (Discom/Private Power purchaser).
- C. Percentage (%) share of each experience (In case the experience has been earned by the bidder as a partner in a JV/Consortium firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that JV/Consortium firm/partnership firm will be considered against eligibility else it shall be taken as 100%).

Note:

For both cases (i.e. Route-I and Route-II), in addition to above document, the following is required:

- **Commissioning Certificate will be accepted if issued by a Govt entity.**
- **ITR and/or Form 16 (for the relevant year in which bidder has received the final payment of the job) will be additionally required in case work completion is issued by a non-Government entity.**

B. Financial Eligibility Criteria

a) **Financial Turnover -**

Average annual financial turnover during the last 3(three) years, ending 31st March of 2024 should be ₹ 63,94,73,844/- (**Indian Rupees Sixty-three crore ninety-four lakh seventy-three thousand eight hundred forty-four**). The Turnover of bidder should exclude the “other incomes”.

The intending bidders must submit the Financial Turnover certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder online. The foreign partner(s) should submit Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant/audit firm duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards authenticity of document. (*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has obtained Turnover certificate or country of origin of the bidder OR the Indian embassy in the country where the bidder has obtained Turnover certificate or country of origin of the bidder.)

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i) Annual turnover of each of the last 3 (three) years ending 31st March of the previous financial year.
- ii) Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.
- iii) Membership Number of the Chartered Accountant.
- iv) Date of certificate issued by Chartered Accountant.

Note:

- a. In case the bidder is a JV/Consortium, the turnover of the individual partners of the JV/CONSORTIUM will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year. However, the information against Sl. No. (ii) & (iii) above will be given w.r.t. the lead partner of JV/CONSORTIUM only.
- b. In case of JV/CONSORTIUM, if financial turnover of all the partners is not submitted; the JV/CONSORTIUM will not be disqualified and instead the required turnover will be calculated assuming zero value for partner/partners who has/have not submitted the financial turn over certificate.

Special Note:

Confirmation regarding possessing of Financial Turnover issued by Practicing Chartered Accountant in the form of Yes / No.

Scanned copy of documents to be uploaded by bidders: Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India.

b) **NET WORTH**

The Net Worth of the bidder (standalone / unconsolidated) as on the last date of each of the last three financial years just preceding the financial year (FY21-22, FY 22-23, FY 23-24) in which bid has been submitted should be positive. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

The intending bidders must submit the Net Worth certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder online.

The foreign partner(s) should submit Net Worth certificate based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant/audit firm duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards authenticity of document. (*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has obtained Net Worth certificate or country of origin of the bidder OR the Indian embassy in the country where the bidder has obtained Net Worth certificate or country of origin of the bidder.)

C. Permanent Account Number (PAN)

The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i) Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India in the form of Yes / No.

Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT):
PAN CARD of the bidder

(In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself)

D. Goods and Services Tax (Not Applicable for Exempted Services)

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under Composition Scheme

OR

GST unregistered Bidder

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

- i. **Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.**

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

Note:

- i. In case of JV/CONSORTIUM, Bidder should submit scanned copy of GST status of Lead Partner only or GST Registration Certificate of JV/CONSORTIUM itself.
- ii. In case the work/service is awarded to a JV/Consortium participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the JV/Consortium after Award of Work/Service before the payment of first running on account bill.
- iii. If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.
- iv. During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.
- v. Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

9. If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

10. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Note:

1. If turnover of Bidder exceeds exemption/threshold limit, the Bidder must have GST registration as per GST Act and rules.
2. During evaluation of GST Registered Bidders the confirmation of their status shall be verified from the relevant Govt website (Not to be kept as a part of NIT).

11. General Instruction for Submission of Bid:

All the bids are to be submitted online on e-procurement portal of CIL. No bid shall be accepted offline. In order to qualify in the tender the Bidders have to accept the following conditions:

- i. All the Terms and Condition of the NIT and Tender Document Unconditionally on line in the form of User Portal Agreement.
- ii. Expected values of each of the General Technical Evaluation (GTE) items.
- iii. Documents confirming the legal status of the Bidder as specified in the checklist given in the NIT.
- iv. To upload online the scanned copy of documents, as specified in the NIT for evaluation by Tender Committee as per the checklist given in the NIT.

Data to be furnished by Bidder on-line:

Confirmation in the form of Yes/No for each GTE item.

Technical evaluation by the System:

System will capture data in the Yes/No format from the Bidder and will decide the eligibility for (i) & (ii) above.

For (iii) & (iv) the documents will be downloaded and evaluated by Tender Committee.

12. Submission of Bid:

12.1 In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

Note:

If a Joint Venture/ Consortium is participating as bidder, the name of the bidder in the e-procurement portal will be the name of the JV/ Consortium.

Example,

if “ABC Consortium” is the bidder, comprising members A (say lead partner), B and C, The bidder name in the e-procurement portal will be “ABC Consortium”.

The JV/ Consortium will register the name of JV/ Consortium (in this case “ABC Consortium) in the e-procurement portal. If PAN of JV/ Consortium is not available at the time of registration in portal, then bidders may enter PAN as detailed in “Registration of Bidders” under “Bidders manual kit” in e-procurement portal (<https://coalindiatenders.nic.in>).

12.2 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of Tender Document including General, Additional Terms & Conditions and Special Conditions of contract (SCC), Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

12.3 The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking at Annexure II regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria declaration w.r.t Make in India order dated 16.09.2020 and compliance w.r.t procurement from the bidder of a country which shares a border with India & etc. and Annexure I (Letter of Bid).

12.4 Moreover, the following documents shall be considered from the Bidder's space/ My Document and no recycling will be done for these documents i.e. no further clarification will be sought from bidder -

Sl. No.	Document	Scanned copy of documents uploaded by bidder in Bidder's space/ My Document
1	Permanent Account Number (Ref. Clause No.8.C of NIT)	PAN card issued by Income Tax department, Govt. of India. <i>(In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself)</i>
2	Goods and Services Tax (GST) Status of Bidder (Ref. Clause No.8.D of NIT)	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: a) Status: <u>GST Registered Bidder under regular scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) Status: <u>GST Registered Bidder under composition scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. c) Status: GST unregistered bidder: Document: A Certificate having UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.

		<p><i>(In case of JV/CONSORTIUM, Bidder should submit scanned copy of GST status of Lead Partner only or GST Registration Certificate of JV/CONSORTIUM itself.)</i></p> <p>Note:</p> <p>a. If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</p>
3	Legal Status of the bidder	<p><u>Document(s) covered under any one of the following sub-head(s):</u> Any one of the following documents:</p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/Individual status of the Bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of Bidder 4. Joint Venture/Consortium agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.

12.5 Confirmatory Documents: All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	Work Experience (Clause 8.A)	<p>The Applicant shall furnish details of such Solar Photo Voltaic-based grid connected power plant(s) in the formats given in <u>Annexure-XVII(a)</u> and <u>Annexure-XVII(b)</u> along with the following documents as documentary evidence:</p> <p>Under Route I</p> <p>A. Acknowledgement / Certificate from customer / client for successful execution of work / contract. The acknowledgement / certificate must contain following information:</p> <ul style="list-style-type: none"> • Name & address of Employer/Work Order Issuing authority of each experience. • Capacity of Solar Project in MW (AC). • Date of award of work for installation of Solar Plant/System. • Date of commissioning of Solar Plant/System. <p>B. Self-attested copy of Work Order(s) or Contract(s).</p>

		<p>C. The Performance Certificate must have been issued for a minimum duration of 06 (Six) months from the date of commissioning. The Performance Certificate/Joint meter reading (JMR) reports shall have been issued by any state/ central owned agencies or state power departments or authorized representative of Power offtaker (Discom/Private Power purchaser).</p> <p>D. Percentage (%) share of each experience (In case the experience has been earned by the bidder as a partner in a JV/Consortium firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that JV/Consortium firm/partnership firm will be considered against eligibility else it shall be taken as 100%).</p> <p>Under Route II</p> <p>A. Letter of Award (LOA)/Work Order/Contract document/Certificate of Commissioning issued to the EPC player having following Information:</p> <ul style="list-style-type: none"> • Name & address of Employer/Work Order Issuing authority of each experience. • Capacity of Solar Project in MW (AC). • Date of award of work for installation of Solar Plant/System to EPC. • Date of commissioning of Solar Plant/System. <p>B. The Performance Certificate must have been issued for a minimum duration of 06 (Six) months from the date of commissioning. The Performance Certificate/Joint meter reading (JMR) reports shall have been issued by any state/ central owned agencies or state power departments or authorized representative of Power offtaker (Discom/Private Power purchaser).</p> <p>C. Percentage (%) share of each experience (In case the experience has been earned by the bidder as a partner in a JV/Consortium firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that JV/Consortium firm/partnership firm will be considered against eligibility else it shall be taken as 100%).</p> <p>For both cases (i.e. Route-I and Route-II), in addition to above document, the following is required:</p>
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		<ul style="list-style-type: none"> • Commissioning Certificate will be accepted if issued by a Govt entity. • ITR and/or Form 16 (for the relevant year in which bidder has received the final payment of the job) will be additionally required in case work completion is issued by a non-Government entity.
3	Net Worth (Clause 8.B(b))	<p>The Net Worth of the bidder (standalone / unconsolidated) as on the last date of each of the last three financial years (FY21-22, FY 22-23, FY 23-24) just preceding the financial year in which bid has been submitted should be positive. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.</p> <p>The intending bidders must submit the Net Worth certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder online.</p> <p>The foreign partner(s) should submit Net Worth certificate based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant/audit firm duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards authenticity of document. (*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has obtained Net Worth certificate or country of origin of the bidder OR the Indian embassy in the country where the bidder has obtained Net Worth certificate or country of origin of the bidder.)</p>
4	Financial Turnover (clause 8.B(a))	<p>Average annual financial turnover during the last 3(three) years, ending 31st March of 2024 should be ₹ 63,94,73,844/- (Indian Rupees Sixty-three crore ninety-four lakh seventy-three thousand eight hundred forty-four). The Turnover of bidder should exclude the “other incomes”.</p> <p>(I) The intending bidders must submit the Financial Turnover certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India (In case of JV, turnover certificate for each individual partner of JV)</p>

		(II) Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial Eligibility Criteria.
5	Verification of Local Content	A. All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items in Undertaking as per format at Annexure X. B. All the Bidders shall submit along with its bid a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content (with Annexure X).
6	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
7	Undertaking by bidder on his/her/their Letter Head as per Annexure X.	Undertaking regarding relatives as employees of company, Arbitration clause (in case of partnership firm), compliance w.r.t procurement from bidder of a country which shares a border with India, Local supplier status of the Bidder as per NIT etc.
8	Detailed Project Schedule	Detailed Project Schedule as per Annexure XII
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

12.6 Letter of Bid (LoB): The format of Letter of Bid is given at Annexure I of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

12.7 Price bid: The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all items on this Excel file.

The bidder shall quote the rate and GST amount as per the BOQ format. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bid will be in BOQ format and the bidder will have to mandatorily fill all the sections / sheets of the BOQ Excel. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

13. Net Electrical Energy Generation Guarantee (NEEGG)

13.1 The Bidder shall be required to quote in the Annexure X the year-wise Net Electrical Energy Generation Guarantee (NEEGG) for Ten (10) years period at the metering point. The Bidder shall give NEEGG per annum after considering proposed configuration and all local conditions, solar insolation, wind speed and direction, air temperature & relative humidity, barometric pressure, rainfall, sunshine duration, grid availability and grid related all other factors and losses due to near shading, incidence angle modifier, irradiance level, temperature loss, array loss, module quality loss, module array mismatch loss, soiling loss and various inverter losses etc.

13.2 Bidders are expected to undertake their own study of solar profile and other related parameters of the area and make sound commercial judgment about power output i.e. Net Electrical Energy Guaranteed Generation.

13.3 The Bids should have the NEEGG equivalent to minimum 23.54% CUF (minimum 82.48 million units) at the Delivery Point for the first year. The degradation in NEEGG quoted for any year shall not be more than 0.5% of that quoted for the previous year. If the Bidder anticipates any degradation of the modules during the first year, it shall be taken care of by the Bidder to provide additional capacity of solar PV modules to meet guaranteed generation at the end of first year to avoid liquidated damages/compensation on account of guaranteed generation.

Note: Any bid which does not meet the above mentioned minimum generation criteria will not be considered for further evaluation.

14. System for decision of L1 bidder

The L1 bidder will be decided based on Evaluated Bid Value (EBV). Illustrative computation of EBV is shown in Annexure-XI.

15. Bid Submission

All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line unless otherwise specified.

16. System Requirement:

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances,

CIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

17. Bid opening

17.1 The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.

17.2 All the documents uploaded by Bidder(s) including EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the “technical bid opening summary” will be uploaded on the same day.

17.3 The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by Bidder through a form in an objective and structured manner while submitting bid. If the parameter given by Bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be evaluated by system as non-complied and shall be rejected automatically by the system.

17.4 Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

18. Confidentiality

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the EMPLOYER's/ Owner's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

19. Contacting the Employer/ Owner

- A. From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the EMPLOYER/ Owner on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- B. Any effort by the Bidder to influence the EMPLOYER/ Owner in the EMPLOYER's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the offer/Bid and action shall be initiated as per procedure in this regard.

20. Examination of Bids and Determination of Responsiveness

20.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- a. meets the eligibility criteria defined in Clause 7 & 8;
- b. is accompanied by the required securities and
- c. is substantially responsive to the requirements of the Bidding documents.

20.2 A substantially responsive Bid is one which conforms to all the terms, conditions & specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way the scope, quality, or performance of the works;
- b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

20.3 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

21. Evaluation and Comparison of Bids

Bid shall be evaluated as per evaluation criteria mentioned below on the total project cost including GST. The EMPLOYER shall only use the criteria and methodology indicated in the Tender documents. No other criteria/ methodology shall be permitted.

- A. After opening of Technical bid, the documents submitted by Bidder(s) in Cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the Bidder(s) online. If it confirms to all of the information/ declarations furnished by the Bidder online and do not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by Bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). The Bidder(s) will get this information on their personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. 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 within prescribed time. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

Note: The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order document related to a particular contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no work order for new contract should be asked for so as to qualify the bidder.

- C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- D. The tender will be evaluated on the basis of documents uploaded by Bidder(s) online. The Bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- E. In case the Bidder(s) submit(s) requisite documents online as per NIT, then the Bidder(s) will be considered eligible for opening of Price Bid.
- F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the eProcurement portal of CIL only.
- G. The verification of Document from source shall be done only in case of complaints received or on suspicion. This should be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.
- H. In case Bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the Bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- I. After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by the Evaluator and price bid shall be opened on preschedule date and time mentioned in the NIT online in the e-Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.
- J. In case none of the Bidder(s) complies the technical eligibility criteria as per NIT, then Bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).

22. Purchase Preference under ‘Make in India’ Policy for “Local supplier”.

Under ‘Make in India’ policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dated 15th June 2017 (subsequently revised vide orders dated

28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 and 04.03.2021) of Department for Promotion of Industry and Trade, Ministry of Commerce and Industry.

The definitions of ‘Class-I Local Supplier’, ‘Class-II Local Supplier’, ‘Non-Local Supplier’ and ‘Local Content’ are as follows:

‘**Class-I Local Supplier**’ means a supplier, whose goods and/or services offered for procurement, has local content equal to or more than 50%.

‘**Class-II Local Supplier**’ means a supplier, whose goods and / or services, offered for procurement, has 20% or more local content but less than 50%.

‘**Non - Local Supplier**’ means a supplier, whose goods and / or services, offered for procurement, has local content less than 20%.

‘Local Content’ means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

As per the OM dated 04.03.2021, it has been clarified by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry that bidders offering imported products will fall under the category of Non-Local Suppliers. They can’t claim themselves as Class-I Local Suppliers/Class II Local Suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition.

In view of above, “Local content” will not include services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition.

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

i) Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content as enlisted in NIT.

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

23. Verification of Local Content

All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items in Undertaking as per format at Annexure X.

All the Bidders shall submit along with its bid a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or

practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content (with Annexure X).

Nodal Ministry /CIL/Subsidiary Company may constitute committees with internal and external experts for independent verification of self-declarations/ auditor's/ accountant's certificates on random basis and in the case of complaints.

Nodal Ministry / CIL/Subsidiary Company may prescribe fees for such complaints.

All the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.

False declarations will attract banning of business of the bidder for a period up to two year and with process in line with Annexure-XVI – Guidelines on Debarment of Firms from Bidding.

A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

In terms of the above said policy, purchase preference shall be given to 'Class-I Local Supplier' over 'Class-II Local Supplier'. 'Non-Local Suppliers' are not eligible to participate in the tender.

24. Auto Extension of Critical Date

If number of bids received online is found to be less than 03 (three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of 04 (four) days of the following dates-

- Last date of submission of Bid.
- Date of Opening of Tender.
- Last date of Submission of EMD

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

Notes:

- 1.) The validity period of tender shall be decided based on the final end date of submission of bids.
- 2.) The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03 (three).

- 3.) After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

25. One Bid per Bidder

25.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

25.2 Conflict of Interest-

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- a) they have controlling partner(s) in common; or
- b) they receive or have received any direct or indirect subsidy/financial stake from any of them;
or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;

All such Bidders having a Conflict of Interest, shall be disqualified.

26. Refund of EMD

- A. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- B. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- C. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- D. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- E. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

- F. At the option of bidder, the EMD of successful bidder (on Award of Contract) will be retained by CIL/Subsidiary Company and will be adjusted to Performance Security Deposit.

27. Site Visit

- 27.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.
- 27.2 It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.
- 27.3 The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.
- 27.4 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.
- 27.5 The Bidder must request for permission to visit the site from the Employer through email at least 3 days prior to the planned visit.
- 27.6 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

28. Taxes and Duties

- 28.1 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

- 28.2 All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.
- 28.3 However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.
- 28.4 Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.
- 28.5 The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. SECL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.
- 28.6 Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.
- 28.7 However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by SECL directly to concerned authorities in terms with GST provisions.
- 28.8 Input tax credit is to be availed by SECL as per rule.
- 28.9 If SECL fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to SECL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest and penalty, if any.
- 28.10 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

28.11 The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

28.12 In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

28.13 Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

29. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

30. Technical Specifications

30.1 The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

30.2 The modules to be procured by the Contractor as per provision as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications (including MNRE’s clarification ref. no. F. No. 283/54/2018- GRID SOLAR-Part (1) dated 11.05.2021), shall be applicable for this Tender.

31. Currencies of Bid and Payment

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

32. Handing Over of Site

On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

33. Deployment of Manpower and Machineries

The tenderer(s) will deploy sufficient number and size of equipment's/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.

34. Change in Constitution of the Contracting Agency

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

35. Canvassing in Tender

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

36. Letter of Award (LOA)

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter of Award (LOA) of the tender issued by the Owner, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA and forfeiture of the Earnest Money. In addition, the department may debar the bidder from participating in future bids as per Annexure-XVI – Guidelines on Debarment of Firms from Bidding.

37. Bid Validity

The validity period of the tenders shall be **90 (Ninety)** days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No. 38 (Modification and Withdrawal of Bid) of NIT.

38. Modification and Withdrawal of Bid

Modification of the submitted bid shall be allowed on-line 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.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the Bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

The penal actions are

1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and Bidder will be debarred from participating in tenders in CIL/Subsidiary as per Annexure-XVI. The Price-bid of remaining Bidders will be opened and the tender process shall go on.
2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the Bidder will be debarred from participating in tenders in CIL/Subsidiary as per Annexure-XVI. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:
 - i. If the Bidder withdrawing his bid is other than L-1, the tender process shall go on.
 - ii. If the Bidder withdrawing his bid is L-1, then re-tender will be done.

Note:

- a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for forfeit of EMD and debarment shall be CMD of CIL/Subsidiary Company.
- b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for forfeit of EMD and debarment shall be Director of CIL/Subsidiary Company.
 - i. In case of above penal actions, Guidelines on Debarment of Firms from Bidding is to be followed.
 - ii. Penal action against clauses above will be enforced from the date of issue of such order.
 - iii. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per Guidelines for e-Procurement of Works and Services.

39. Postponement of scheduled date(s)

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

40. Contract Agreement Document(s)

This Tender Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, Additional Terms & Conditions, Special Conditions of Contract (SCC), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement as per clause 2 of General Terms and Conditions.

41. Sub-letting of Work

The contract agreement will specify major items of supply of services for which the contractor proposes to engage Sub-Contractor/ Sub-Vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer in Charge/ Designated Officer in Charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer in Charge/ Designated Officer will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

If a contractor submits his bid, qualifies and does not get the contract because of his not being the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the work.

The total value of subcontracted work should not exceed 25% of the total contract value. Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

42. Prohibition of Child Labour engagement

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

43. Implementation of CMPF/EPF

The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

44. Splitting up of the work

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever. The work of "Setting up of Grid Connected 40 MW Ground Mounted Solar PV plant" is not splittable.

45. Settlement of Disputes

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 19 and 20 - of the 'General Terms and Conditions' of the tender document.

46. Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, GoI as amended from time to time shall be applicable.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain context) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of order F.No. 6/18/2019-PPD dated 23.07.2020 means:-
 - a. An entity incorporated, established or registered in such a country; **or**
 - b. A subsidiary of an entity incorporated, established or registered in such a country; **or**
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; **or**
 - d. An entity whose beneficial owner is situated in such a country; **or**
 - e. An Indian (or other) agent of such an entity; **or**
 - f. A natural person who is a citizen of such a country; **or**
 - g. A joint venture where any member of the joint venture falls under any of the above.
- IV. “The beneficial owner” for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of, or entitlement to more than Twenty Five Percent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Note:

1. (a) The intending bidders must submit the Undertaking as Annexure-VIII in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, GoI.
AND
(b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.
2. Guidelines issued by GoI regarding registration with Competent Authority and regarding exclusion from restriction may please be referred.

The laws applicable to this contract shall be the laws in force in India. The District Court where the subject work is executed or High Court of Kolkata shall have exclusive jurisdiction in all matters arising under this contract.

If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

47. Integrity Pact (applicable).

Bidders are required to submit the Pre-Contract Integrity Pact duly signed & witnessed as per enclosed format, Annexure-VIII, along with the bid Part-I/cover-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidder(s) who do not sign the pact shall be disqualified from participation in the bid process.

Code of Integrity for Public Procurement (CIPP)

Bidders are required to accept the CIPP as available in the Bid document (Annexure -IV) online at e-procurement portal of CIL. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/CONSORTIUM all partners shall sign at the time of agreement.

Name, address and contact No. of the Independent External Monitor (IEM) nominated for this tender:

Sl. No.	Name	Address	E-mail ID	Mobile No.
1.	Mr. Nirmal Kaur, IPS (Retd.)	House No. 8, Plot-615, Ro Jawahar Nagar, Mango, Ja Jharkhand - 832110	nirmalkaur1983@gmail.com	9304795041
2.	Shri O.P. Singh, IPS (Retd.)	M-6, First Floor, Green Park Extension, New Delhi - 110016	ops2020@gmail.com	9818564455
3.	Shri. K. D. IAS(Retd.)	A-5, Sector-19, Noida, UP - 201301	tripathikd.1958@gmail.com	9868506966

48. Insurance

- 48.1 To the extent specified in the Contract Agreement, the Contractor shall at its expense take out and maintain in effect or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions. The identity of the insurers and the form of the policies shall be subject to the approval of the Owner, who should not unreasonably withhold such approval.
- 48.2 During the Contract period including O&M period, i.e., during Construction & O&M period, all insurance related expenses shall be borne by the Contractor. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that Owner shall not incur any financial loss, as long as the plant continues to remain under the custody of the Contractor. During O&M period also (after the Construction period is over), the insurances shall be in the scope of the Contractor.
- 48.3 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Contractor shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Contractor.
- 48.4 The Contractor shall arrange to supply/ rectify/ recover the materials without waiting for settlement of the insurance claim and even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall rest upon the Contractor.
- 48.5 In case of any delay of the project attributable to the Contractor, the Contractor himself in consultation with Owner/EMPLOYER shall take the extension of insurance. Any financial implications shall be borne by the Contractor.
- 48.6 The Contractor should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Contractor shall also undertake a Third-Party Insurance and shall at all times keep Owner indemnified against any Third-Party claims and shall arrange to settle them at the earliest. SECL will not be liable for any such loss or mishap.
- 48.7 All other insurance like – transit insurance (Marine/ Cargo/ others as applicable), Construction All Risk, Erection All Risk, workmen compensation, fire, third party liability, insurance against theft, Contractor's Equipment, machinery breakdown policy, business interruption insurance, Property damage Insurance & Environmental risk insurance as required during the Construction and O&M period of the Plant shall be in the contractor's scope & shall borne by the Contractor.

- 48.8 Owner shall be named as co – insured under all insurance policies taken out by the Contractor, except for the workmen compensation, third party liability and Owner’s liability insurances. All insurers’ rights of subrogation against such co – insured for losses or claims arising out of the performance of the contract shall be waived under such policies.
- 48.9 All the insurance cover taken for the construction and O&M period shall be seamless in nature & preferably taken from the same insurance company. The insurance is to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity / act. The Contractor shall be responsible to take suitable insurance till the completion of the O&M contract and indemnify the EMPLOYER/Owner from all associated risks whatsoever.
- 48.10 The Contractor shall be responsible to take suitable insurance(s) and claim management during and till the completion of the O&M contract and indemnify the Owner from all associated risks whatsoever.

49. Various Types of Insurance to be taken by Contractor during Construction & O&M period:

49.1 Employees State Insurance (ESI) Act

- A. The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the Contractor further agrees to defend, indemnify and hold EMPLOYER/ Owner harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by Contractor or Sub-Contractor of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER/ Owner arising under, growing out of or by reasons of the work provided for by this Contractor, by third parties or by Central or State Government authority or any political sub- division thereof.
- B. The Contractor agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Contractor's or Sub-Contractor's employees, who are employed in the Work provided for or those covered by ESI from time to time under the Agreement. The Contractor shall deduct and secure the agreement of the Sub-Contractor to deduct the Employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals.
- C. The Contractor shall remit and secure the agreement of Sub-Contractor to remit to the Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The Contractor agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the Sub-Contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Contractor's or Sub-Contractor's account.

49.2 Workmen Compensation and EMPLOYER's/Owner's Liability Insurance

Insurance shall be effected for all the Contractor's employees engaged in the performance of this Contract. If any of the work is sublet, the Contractor shall require the Sub-Contractor to provide workman's Compensation and Owner's liability insurance for the latter's employees if such Employees are not covered under the Contractor's Insurance.

49.3 Accident or Injury to Workmen

The EMPLOYER/ Owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the Contractor or any Sub-Contractor and the Contractor shall indemnify and keep indemnified the EMPLOYER/ Owner against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

49.4 Transit/Cargo Insurance

In respect of all items to be transported by the Contractor to the Site of Work and any consequential risks, the cost of transit insurance shall be borne by the Contractor and the quoted price shall be inclusive of this cost.

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the construction equipment to be provided by the Contractor or its Subcontractors.

Amount	Deductible Limits	Parties Insured	From	To
110% of the Ex-works value of supply	Nil	Contractor and Owner	Ware House	Ware House + 60 Days

49.5 Comprehensive Automobile Insurance

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's/ Owner's men and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the EMPLOYER ship of such vehicles.

49.6 Group Personal Insurance

The Contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the Contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any:

- a) The Contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- b) The Contractor shall pay directly the ex-gratia amount of [Rs 15 lakhs or such other amount as decided by the Company from time to time] to the same dependent as per the terms of the contract or through insurance company by availing Group Personal Accident Insurance Policy

for all its worker before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/ Subsidiaries.

In order to comply with the above provisions, Contractor shall immediately on receipt of letter of acceptance / work order shall obtain group personal accident insurance in respect of the workmen engaged in mining activities to assure such payment of Rs 15 lakhs* in case of death in accident within project premise within 30 days. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work.

However, the responsibility of payment of special relief / ex-gratia amount shall be exclusively with the Contractor. If the Contractor fails to disburse the special Relief / Ex-gratia within the due date, the subsidiary concerned may make the payment to the eligible dependent as mentioned herein above.

However, such amount shall be recovered from the Contractor from his dues either in the same and / or other subsidiaries /CIL.

- c) The Contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-Contractors if any. The cost of premiums shall be borne by the Contractor and it shall be deemed to have been included in the quoted rate.
- d) In the event of Contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the Contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Contractor. The Contractor shall whenever required produce before Engineer-in-charge the policy or policies of insurance and receipt of payment of the current premium. This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

49.7 Module Performance Insurance:

To ensure faithful performance of PV modules, Contractor must submit insurance before dispatch with a coverage of minimum 6 % of 60% of the total Contract Price for 25 years, with the SPD as its beneficiary. However, the Contractor may also submit the insurance with a coverage of minimum 6% of the total order value of the Solar PV Modules envisaged under the contract, subjected to submission of the required documents (invoices, receipts, Purchase Order etc.). Any financial implication encountered due to insurance shall be borne by the Contractor. The Contractor's insurance liabilities pertaining to the scope of works are detailed out in elsewhere in contract Document.

- I. The module should be insured as per the following clauses and are to be complied: In the case of domestic manufacturers, insurance shall be taken from the list of insurers as per Annexure

of the Circular of MNRE, issued vide OM Dated 07.01.2020 with regard to Insurance Products for Solar Power Plants.

II. In case of insolvency of the contractor, the SPD under the terms of the insurance policy against Module Performance and Warranty shall be entitled to raise a claim against the Module Warranty Insurance Policy and in order to benefit from the coverage provided by the aforementioned policy. The Contractor shall be responsible for maintaining the coverage provided under the Module Warranty Insurance Policy at all times, at its cost and expense.

III. Further, the Contractor to note that SPD requires the following to be complied while covering the Warranty/Guarantee/Performance of the supplied goods under the insurance:

a) Single Insurance Policy for Product Warranty/Guarantee and performance before dispatch of the first lot of PV Modules Insurance.

b) The Insurance Policy shall be valid for a minimum period of twenty-five (25) years from the date of receipt of last batch/lot of equipment at site.

c) The premium charges, recurring charges, any other expenditure under the Insurance Policy shall be covered by the Contractor.

d) The insurer must continue to compensate end users for warranty claims for the product quality and/or performance even if contractor ceases to exist as an independent operating company.

e) The insurance shall be non-cancellable by the insurer and shall provide third party bankruptcy rights.

f) Coverage under the insurance policy shall be immediate, without any waiting period.

49.8 The Contractor shall also arrange suitable insurance to cover following during the O&M Period:

a) Machinery Breakdown: Electrical & or machinery breakdown of any machinery or other equipment resulting in costly repairs or even replacement of the solar panel.

b) Business Interruption: Cover for period of operational downtime i.e., covering the cash flow of the solar business as a result of an insured peril, for example fire or storm damage, machinery breakdown or equipment failure.

c) Property Damage: The insurance should cover material damage due to external causes such as fire, theft, vandalism, sabotage, hail damage, snow load, lightning strike, overload, operational mistakes, clumsiness, negligence & theft.

- d) EMPLOYERs Liability: Provides cover against the risk of accident from usual workplace risks such as working at height & manual handling during construction & O&M period.
- e) Environmental Risk Insurance: Environmental damage coverage indemnifies solar system owners of the risk of either environmental damage done by their development or pre-existing damage on the development site.

49.9 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:

Contractor shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to Owner. He shall also carry and maintain any other insurance which may be required by the Owner.

Amount	Deductible Limits	Parties Insured	From	To
To be indicated by the contractor	Nil	Contractor, and Owner	Receipt at Site	Upto Defect Liability period

49.10 Damage to Property or to any Person or any Third Party Contractor shall be responsible for making good to any loss or any damage to structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within in the premises of all the work of the Owner, if such loss or damage is due to fault and/ or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or Sub-Contractors. The Contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER/ Owner or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Owner or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER/ Owner or ascertained or demanded by the third party shall be borne by the Contractor. Third party liability risk shall be INR 1 (One) Lakh for single accident and limited to INR 10 (Ten) Lakhs.

The Contractor shall indemnify and keep the EMPLOYER/ Owner harmless of all claims for damages to property other than EMPLOYER's/ Owner's property arising under or by reason of this agreement, if such claims result from the fault and/ or negligence or wilful acts or omission of the Contractor, his employees, agents, representative of Sub-Contractor.

50. Mobilization Advance (Optional):

50.1 A maximum of 10% of the Supply Contract value may be paid as mobilization advance subject to submission of Bank Guarantee for 110% advance amount.

50.2 Mobilization Advance against supply of equipment shall be released as per provision mentioned in Payment Terms. (in SCC).

50.3 The mobilization advance of 10% shall be proportionately adjusted from the running bills of the contractor during initial 70% payment of “Supply contract”.

Though the ‘Mobilization Advance’ shall be given interest free but the interest shall be charged as per the rate of SECL’s borrowing rate under cash credit arrangement as varying from time to time to be compounded quarterly, on delayed recoveries either due to the late submission of bill by the Contractor or any other reason attributable to the Contractor besides the reason giving rise to encashment of BG as stated in the Clause 50 of NIT - ‘Mobilization Advance’.

In addition to the above, interest will be charged as per aforesaid rate on Mobilization Advance in case the contract is terminated due to default of the Contractor.

50.4 The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Nationalized Bank/Scheduled Bank.

50.5 Part Bank Guarantee” (BGs) against the Mobilization Advance shall be taken in as many numbers as the proposed recovery instalments and shall be equivalent to 110% of the amount of each instalment.

50.6 In case of “Machinery and Equipment advance”, insurance and hypothecation to the employer shall be ensured.

50.7 Mobilization advance will be given in instalments and subsequent instalments will be released after getting satisfactory utilization Certificate from the contractor for the earlier instalments.

**SECTION -II: GENERAL TERMS AND
CONDITIONS OF CONTRACT**

1.0 DEFINITIONS:

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the South Eastern Coalfields Limited, represented at the headquarters of the Company by the or his authorized representative or any other officer specially deputed for the purpose.
 - ii. The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
 - iii. The word "Contractor"/"Contractors" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a Company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
 - iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the Company for Contractor's use.
 - v. 'Tender Accepting Authority (TAA)/ Awarding Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company to approve the Tender. Tender Accepting Authority (TAA)/Awarding Authority at any time after the award of tender till the finalization of contract shall be construed as the authority as per the prevalent DoP of CIL/CIL Manuals.
- Note: Interpretation of Tender Accepting Authority (TAA)/ Awarding Authority as above is applicable for the existing and future contracts.
- vi. A 'Day 'shall mean a day of 24 hours from midnight to midnight.
 - vii. "Engineer-In-Charge/Designated Officer-in-charge" who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the Contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-In- Charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the Contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-In-Charge/Designated Officer-in-charge.
 - viii. The 'Contract' shall mean the Notice Inviting Tender, the tender as accepted by the Company and the formal agreement executed between the Company and the Contractor together with the documents referred to therein including General Terms and Conditions, Special Conditions, if any, schedule of quantities with rates and amounts, Schedule of work. Until the formal

agreement is signed between the Owner and the Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.

- ix. The 'Works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-In-Charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the Company and the amendments issued from time to time.

Note: -Functional Directors of Subsidiaries to approve the Schedule of Rates for Coal Transportation, wagon Loading, etc.

- xi. 'Contract price' shall mean
 - a) in the case of lump sum contracts the total sum for which tender is accepted by the Company.
 - b) in the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the Company with or without any alteration as the case may be.
- xii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2.0 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- (i) Articles of Agreement,
- (ii) Notice Inviting Tender and Instruction to Bidders,
- (iii) Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
- (iv) Letter of Acceptance of Bid indicating deviations, if any, from the Conditions of Contract incorporated in the Bid/Tender document issued to the Bidder,
- (v) Scope of works/Bills of Quantities,
- (vi) Finalized work programme,
- (vii) Integrity Pact as applicable as decided by different Subsidiary Companies
- (viii) Guidelines on Debarment of firms from Bidding,
- (ix) Code of Integrity for Public Procurement.
- (x) Any other document, if required.

2.1 After acceptance of tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof,

and submit them to the Owner in writing in order that such doubt may be removed. The Owner will provide such clarifications as may be necessary in writing to the Contractor. Any information otherwise obtained from the Owner or the Engineer shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the Contract.

2.2 The Contractor shall enter into a Contract Agreement with the Owner within 60 (sixty) days from the date of 'Acceptance of Tender' or within such extended time as may be granted by the owner. The performance Bank Guarantee for the proper fulfilment of the contract shall be furnished by the contractor in the prescribed form within twenty one (21) days of 'Acceptance of tender'. The performance Guarantee shall be as per terms prescribed in clause 4.0 of General Terms and Conditions of Contract herein after.

2.3 The owner, after the issue of the letter of Acceptance of Tender, will send one copy of the final agreement to the contractor for his scrutiny and approval.

2.4 The agreement, unless otherwise agreed to, shall be signed within 60 days of the issue of the letter of Acceptance of tender, at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time, the bid guarantee submitted with the tender will have to be extended accordingly.

2.5 The agreement will be signed in six originals and the contractor shall be provided with one signed original and the rest will be retained by the owner. None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

2.6 The contractor shall provide free of cost to the owner all the engineering data, drawings and descriptive materials submitted with the bid, in at 2 (two) copies to form a part of the contract immediately after issue of letter of acceptance.

2.7 Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least two (2) true copies of agreement within thirty (30) days after the signing of the contract.

2.8 The date of commencement shall be reckoned from the expiry of 30 days from the issue of letter of acceptance and submission of Performance Security or seven days after handing over the site for the first activity as per PERT network chart, whichever is later.

2.9 The laws applicable to this contract shall be the laws in force in India. The courts of Bilaspur, Chhattisgarh shall have exclusive jurisdiction in all matters arising under this contract.

3.0 DISCREPANCIES AND ADJUSTMENTS THEREOF:

The documents forming part of the contract are to be treated as mutually explanatory.

3.1 In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Tender Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.

3.2 Any error in description, quantity or rate in schedule or quantities or any omission therefrom, shall not vitiate the contract or release the Contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.

4.0 SECURITY DEPOSIT:

4.1 Security Deposit shall consist of two parts:

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The Security Deposit shall bear no interest.

4.2 Performance Security (first part of Security Deposit) should be 5% of contract amount, and should be submitted within 21 days of issue of LOA, by the successful Bidder in any of the form given below:

- A Bank Guarantee (BG) in the form given in the bid document from any Scheduled Bank. The BG issued by outstation bank shall be operative at its local branch or branch at.....
- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.
- Demand Draft drawn in favour of South Eastern Coal Fields (SECL) on any Scheduled Bank payable at its Branch at

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

The Earnest Money/Bid Security deposited is to be returned to the Contractor after submission of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) at Bidder's option.

Work shall commence only after submission of Security Deposit.

4.3 If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued either –

(a) At Bidder’s option by a Scheduled Bank,

Or

(b) By a Foreign Bank located in India and acceptable to the Employer. BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.

(c) The validity of the Bank Guarantee shall be for a period of “one year” or “ninety days, beyond the period of contract/extended period of contract (if any)”, whichever is more. Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at Kolkata

The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.

Confirmation of Bank Guarantee:

Confirmation of Bank Guarantee through Structured Financial Messaging System (SFMS) will be done as follows:

A. ICICI Bank as advising Bank of SECL:

1.	Name of the Beneficiary and his details.	i	Name	South Eastern Coalfields Limited
		ii	Area	SECL – HQ. Bilaspur
		iii	Name of Bank	ICICI Bank
		iv	Bank Account No.	028205003346
		v	Department	_____ (Name of concerned Department of the Area)
2.	Beneficiary Bank, Branch and address.	i	Name of Bank	ICICI Bank
		ii	Bank Branch name	Vyapar Vihar, Bilaspur, Chhattisgarh

		iii	Branch code	0282
		iv	Beneficiary Bank Branch IFSC	ICIC0000282
		v	Beneficiary Bank Address	ICICI Bank Ltd., Surya Chambers, Plot No. A/09, Vyapar Vihar, Bilaspur, Chhattisgarh, PIN- 495001

B. State Bank of India as advising Bank of SECL:

1.	Name of the Beneficiary and his details.	i	Name	South Eastern Coalfields Limited
		ii	Area	SECL - HQ. Bilaspur
		iii	Name of Bank	State Bank of India
		iv	Bank Account No.	30285470636
		v	Department	_____ (Name of concerned Department of the Area)
2.	Beneficiary Bank, Branch and address.	i	Name of Bank	State Bank of India
		ii	Bank Branch name	SME SBI Branch
		iii	Branch code	4177
		iv	Beneficiary Bank Branch IFSC	SBIN0004177
		v	Beneficiary Bank Address	SBI, Galaxy Height, Vyapar Vihar Bilaspur, PIN-495001, Chhattisgarh

The above particulars are to be incorporated by the Issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original Bank Guarantee (issued by the Issuing Bank) shall be sent by the Issuing Bank to concerned Department by Registered Post (AD).

Note:

Safe Custody and Monitoring of Securities-

The BG Details after confirmation and acceptance shall be entered in SAP by Associate Finance and its validity expiry shall be monitored through SAP. The BG shall be sent by Associate Finance to Corporate Finance SECL for safe custody. Extension of bank guarantees and other instruments, where warranted, should be sought immediately and implemented within their validity period.

For release of BGs, the proposal shall be forwarded by EIC with their recommendations in accordance with the contract conditions, for approval by the Competent Authority with the concurrence of the Finance Division.

In case the successful Bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work may be cancelled with forfeiture of the Bid Security/Earnest Money.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL as per Annexure-XVI – Guidelines on Debarment of Firms from Bidding.

In case of JV/CONSORTIUM/Partnership firm, the debarment shall also be applicable to all individual partners of JV/CONSORTIUM/Partnership firm.

4.4 Retention Money should be deducted at 5% from running on account bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document. Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 25 lakhs. However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

4.5 The Guarantee amount shall be payable to the Employer without any condition whatsoever.

4.6 Performance security/ Retention Money/ security deposit submitted in the form of BG which shall be valid for 90 days after the end date of scheduled completion (12 months for commissioning of the project and 120 months for O&M from next Calendar date of commissioning) and to be extended for minimum period of 1(one) year in one instance which must cover the time period of 90 days beyond completion of Defect Liability period.

4.7 The Performance Guarantee shall cover additionally the following guarantees to the Employer:

(a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,

(b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer, fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.

4.8 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages under clause entitled 'Equipment

Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.

4.9 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at Bilaspur, Chhattisgarh

4.10 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.

4.11 Performance Security deposit shall be returned to the Contractor after successful completion of 3 (Three) years of Defect Liability Period without any interest. The balance SD i.e. Retention Money shall be released without any interest after successful completion of entire period of the Defect Liability. Any defect/defects in the work, if detected during Guarantee Period/Defect Liability Period shall be rectified or equipment/ system shall be replaced to the satisfaction of the engineer In-charge within the said defect liability/ operation/ maintenance/guarantee period or its due extension till completion of the rectification/ replacement works as required.

4.12 In case the successful bidder fails to submit the Performance security within the stipulated time then the award of work may be cancelled with forfeiture of the bid security/ earnest money. Additionally, the company shall ban such defaulting contractor as per the Guidelines of Debarment of firms from Bidding. In case of JV/CONSORTIUM/Partnership firm, the debarment shall also be applicable to all individual partners of JV/CONSORTIUM/Partnership firm. However, debarment shall be done as per Guidelines for Debarment of firms from Bidding.

5. DEVIATIONS/ VARIATIONS IN QUANTITIES:

The quantities given in the "Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

The variation register may be maintained in SAP in electronic form to have a proper control over variations.

5.1 The company through its Engineer-in-Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs, and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the work(s) in accordance with the instructions given to him in writing by the Engineer-in-Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order. In case

there are changes in ground levels from those shown in the approved drawings, they shall be agreed in writing, jointly by the contractor and EIC.

5.2 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

5.3 If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer-in-Charge as follows:

- a) In the case of percentage tenders, if the rate for the extra item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract.

However, if the extra item is not available in company's approved SOR, then the rate for such extra item(s) shall be dealt as at (c) below.

- b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item / class of work available in the agreement schedule of work or by analysis of rates as at below and the lower rate out of the above two shall be considered. In case of composite item rate tenders, where two or more schedule of quantities for similar item description may form part of the contract; the applicable rates shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities. For derivation of rates based on analysis, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of C.P.W.D/ N.B.O.
- c) In the case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. The Engineer-in-Charge shall determine the rate(s) by analysis based on prevalent market rate of material and labour and on standard norms of analysis of rate of CPWD / NBO.
- d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) & (c) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

In case of any difference between the contractor and the Engineer-In Charge as to the fixation of rates, the matter shall be referred to the accepting authority of the company i.e. GM(C) of the company or Staff Officer(C) for the work awarded at Company Hqrs. level and Area level respectively, whose decision shall be final and binding on the contractor.

5.4 Alteration in the quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provision thereof provided that a deviation estimate / revised estimate / supplementary agreement for the item(s) involved is made. Such approval shall be from appropriate authority.

5.5 Payment for such deviated items [additional/ altered / substituted items of work of the agreement schedule] shall be made in the contractors running on account bills, till the revised estimate / deviation estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed:

- a) 75% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company i.e. GM(C) of the company or SO(C) of the Area, if the rate is directly available in the SOR of the company/ if the rate is derived from available rate of BOQ.
- b) 50% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company, i.e. GM(C) of the company or SO(C) of the Area , if it is analyzed item rates based on prevalent market rates of materials and labour following CPWD / NBO norms.

Total payment for such extra items of work shall not exceed 10% of work order / agreement value / approved deviation estimate value. Also total payment including extra items of work shall not exceed the work order / agreement / approved deviation estimate value.

6. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

6.1 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation/ Liquidated Damages as mentioned in Special Conditions of Contract (SCC). The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.

6.1.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

6.1.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

6.1.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

6.1.4 In the event of such termination of the contract as described in clauses 6.1.2 or 6.1.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value besides recovery of compensation for damage/loss for termination as provided in 9.4 of General Terms and Conditions of Contract.

6.2 The company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

7. QUALITY ASSURANCE:

The Contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-In-Charge. The Engineer-In-Charge may issue from time to time further detail instructions/directions in writing to the Contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, along with clarifications/explanations thereof, if necessary.

8. MEASUREMENT AND PAYMENT:

Except where any general or detailed description of the work in quantities provides otherwise, measurements of work done shall be taken in accordance with the relevant standard method of measurement as applicable to the schedule of quantities/schedule of work /specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

8.1 All items of work carried out by the Contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the Company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined therefrom.

8.2 Measurements shall be taken jointly by the Engineer-In-Charge or his authorized representative and by the Contractor or his authorized representative.

8.3 Before taking measurements of any work, the Engineer-In-Charge or the person deputed by him for the purpose shall intimate the Contractor to attend or to send his representative to attend

the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the Contractor objects to any of the measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.

8.4 In the event of failure on the part of Contractor to attend or to send his authorized representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer-In-Charge or by his authorized representative shall be taken to be the correct measurement of the work done.

8.5 Payment on Account - The Contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the contract. The Engineer-In- Charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.

8.6 Payment on account shall be made on the Engineer-In-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the Security Deposit and such other amounts as may be deductible or recoverable in terms of the contract.

8.7 Any certificate given by the Engineer-in-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-charge by any subsequent certificate or by the final certificate.

8.8 The Company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the Contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the Contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from Contractor's claim under any other contract with the Company or from the Contractor's Security Deposit or the Contractor shall pay the amount of overpayment on demand.

8.9 Amount payable/ repayable for any subsequent change in the Goods and Services Tax (GST) will be made to/ from the Contractors after departmental verification of such changes of tax law issued by statutory authority.

9. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT:

9.1 Cancellation of Contract-The owner shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor

- a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice

Or

- b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing

Or

- c) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing

Or

- d) shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company.

Or

- e) Shall try to obtain a contract with the company by way of ring tendering or other non-bonafide method of competitive tendering.

Or

- f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may by giving a written notice, cancel the whole contract or portion of it in default.

9.2 The owner shall in such an event give fifteen (15) days' notice in writing to the contractor of his decision to do so.

9.3 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner,

stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the works acquired under the contract by the owner.

9.4 Termination of Contract-The contract shall stand terminated under the following circumstances unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract and the owner shall in any way not be liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the termination of the contract.:

- a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceeding for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

9.5 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the owner shall not hold the estate of the deceased contractor and/or the surviving partners of the estate of the deceased contractor and/or the surviving partners of the contractor's firm liable to damages for not completing the contract.

9.6 On cancellation of the contract or on termination of the contract, the Engineer-in charge shall have powers

- a) To take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.
- b) In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:
 - i) Forfeiture of security deposit comprising of performance guarantee and retention money at the disposal of the employer.
Or
 - ii) 20% of value of incomplete work (Contract Value minus already executed value of the work).

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor.

9.7 Suspension of Contract- The company shall have power to suspend the progress of the work or any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension. Any necessary and demonstrable costs incurred by the contractor as a result of such suspension of the works will be paid by the owner, provided such costs are substantiated to the satisfaction of the engineer. The owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.

9.8 Foreclosure of Contract (in full or in part) - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable:

- a) to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.
- b) to pay reasonable amount assessed and certified by the Engineer-in-charge of the expenditure incurred, if any, by the contractor on preliminary works at site. e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour/staff quarters, office, etc.
- c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or part if so desired by him and to be transported by the contractor from site to his place.
- d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the contractor
- e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable in terms of para 9.8 (b), (c) and (e) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

10.0 CONTRACT PRICE

The lump sum prices quoted by the contractor in his bid with additions and deletions as may be agreed before signing of the contract, for the entire scope of the work including furnishing and erection of equipment covered under the specifications and documents and shall be treated as the contract price.

11.0 CHANGED QUANTITY

The owner reserves the right to vary the quantities of items or groups of items to be ordered as specified in the accompanying technical specifications, as may be necessary, during the execution of the contract, but such variations unless otherwise specified in the accompanying technical specifications shall be limited to plus or minus twenty percent (20%) of the original quantity ordered.

12.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be intimated by the owner to the contractor regularly as and when they fall due. Such claims shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding claims and if not paid by the contractor within the said period, the owner may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims and to recover the amount from any money due to the contractor on any account or under any other contract including contracts awarded by Coal India Ltd. or other subsidiaries and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

13.0 PACKING, FORWARDING AND SHIPMENT

- 13.1 The contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The contractor shall be held responsible for all damages due to improper packing.
- 13.2 The contractor shall notify the owner of the date of each shipment from his works, and the expected date of arrival at the site for the information of the owner.
- 13.3 The contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner may require.
- 13.4 The following documents shall be sent by registered post to the owner within 3 days from the date of shipment, to enable the owner to make progressive payments to the contractor: the payment shall be made only after receipt and acceptance of material at site in good condition. Application for payment in the standard format of the owner (3 copies), Invoice (6 copies), Packing list (6 copies), Pre-dispatch clearance certificate, if any (3 copies), Test certificate, wherever applicable (3 copies),
- 13.5 The contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the site and also till the equipment is erected, tested and

commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

14.0 DEMURRAGE, WHARFAGE, ETC.

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material, or any other reason shall be to the account of the contractor.

15.0 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the contract, the contractor shall be responsible for loss or damage to the plant until the plant is taken over in accordance with clause entitled 'Taking Over' in section technical terms and conditions of contract of this volume.

16.0 FORCE MAJEURE

16.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as: (a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics: (b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

16.2 (a) The successful Bidder/ Contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

(b) For delays arising out of Force Majeure, the successful Bidder/ Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the successful Bidder/ Contractor shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

(c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

16.3 The contractor or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even

though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

17.0 EXTENSION OF DATE OF COMPLETION

17.1 On happening of any events causing delay as stated hereinafter, the contractor shall intimate immediately in writing the Engineer-in-charge:

- a. Due to any reasons defined as Force Majeure.
- b. Non-availability of stores which are the responsibility of the owner to supply
- c. Non-availability or breakdown of tools and plant to be made available or made available by the owner
- d. Delay on the part of the contractors or tradesmen engaged by the owner not forming part of the contract, holding up further progress of the work
- e. Non-availability of working drawings/work program in time, which are to be made available by the company during progress of the work
- f. Any other causes which, at the sole discretion of the company is beyond the control of the contractor.

17.2 A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

17.3 The contractor may request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request. The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.

17.4 Interim extension of time may also be granted by the Engineer -In-charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive liquidated damages at the time of granting final extension of time as per contract agreement.

17.5 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.

17.6 In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant interim extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-

in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.

17.7 All interim extensions of time shall be granted by Tender Accepting Authority limited to Director (Tech) for works approved by Chairman/FDs/Board and Area GM for area works and all final extension of time shall be granted by Tender Accepting Authority limited to Chairman/ CMD of CIL/ Subsidiary. Effort should be made to complete the work within the original contract period or extended period.

18.0 PAYMENT

18.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payment made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfilment by the contractor of all his liabilities under the contract. The payment to the contractor will be made through Electronics Mode.

18.2 **Currency of payment-** All payments under the contract shall be in Indian Rupees only.

18.3 **Due dates for payment-** Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying technical specifications. Payment will become due and payable by the owner within thirty (30) days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.

18.4 **Payment Schedule** - The contractor shall prepare and submit to the engineer for approval, a break-up of the contract price. This contract price break-up shall be interlinked with the agreed detailed PERT network of the contractor setting forth his starting and completion dates for the various key phases of works prepared as per condition of this section while preparing the PERT network, the supply of P&M Equipment shall be linked to construction of respective Civil and Structural Works. Any payment under the contract shall be made only after the contractor's price breakup is approved by the engineer. The aggregate sum of the contractor's price break-up shall be equal to the lump sum contract price.

18.5 Interim Payments

18.5.1 The contractor shall submit running bill for the payment in the prescribed proforma of the owner to be supplied in due course at the time of payment.

18.5.2 Each such running bill shall state the amount claimed and shall set forth in detail, in the order of the payment schedule, particulars of the works including the works executed at site and of the equipment shipped/brought on to the site pursuant to the contract up to the date mentioned in the bill and for the period covered since the last preceding certificate, if any.

18.5.3 Every interim payment claim shall indicate the contract value of the works executed up to the date mentioned in the running bill, provided that no sum shall be included in any running bill in respect of the works that, according to the decision of the engineer, does not comply with the contract, or has been performed, at the date of certificate prematurely.

18.6 TERMS OF PAYMENTS

18.6.1 Payment: Any payment to the Contractor before the final payment shall be treated as interim payment towards the total contract value. The Contractor may at intervals of not less than one month submit claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the Employer. The progressive payment shall be made in respect of the following:

- a) Supply Contract
- b) Works Contract
- c) O&M Contract

All such payments shall be made by the Employer online within a month from the date of the submission of claims/bills. Payment will also be governed by Clauses of 4.0 of General Terms & Conditions of Contract. Any sum due from the Contractor shall be deducted from the first or next subsequent on account of payments as the case may be, in general the procedure of payment shall be followed will be as mentioned in Special Conditions of Contract (SCC).

19.0 SETTLEMENT OF DISPUTES WITH THE CONTRACTOR

It is incumbent upon the contractor to avoid litigation and disputes during course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-charge 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 the company. Effort shall be made to resolve the dispute in two stages:

In first stage dispute shall be referred to GM (E&M/Solar), SECL. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, then matter shall be resolved through conciliation.

Conciliation:

The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The

conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.

If differences still persist, the settlement of the dispute shall be resolved in the following manner: Disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties. In case of parties other than above Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

20.0 A Settlement of Disputes through Arbitration

- (i) Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor. Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes / differences binding on both the parties.
- (ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.
- (iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.
- (iv) Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.
- (v) Legal Advice: While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz their Legal Department.
- (vi) Following clause shall be included in the General Conditions of the Contract (GCC): Sole Arbitration Clause: In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially

provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the CMD of Subsidiary Company. The award of the arbitrator shall be final and binding on the parties of this Contract.

- (a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the CMD of Subsidiary Company to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
 - (b) It is further a term of this contract that no person other than the person appointed by the CMD of Subsidiary Company as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all. Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause. The venue of arbitration shall be the place from which the contract is issued or such other place as the CMD of Subsidiary Company at his discretion may determine.
- (vii) Contracts with Partnership firm/ JV/Consortium: A partner is the implied authority to bind the firm in a contract coming in the purview of the usual business of the firm. The implied authority of a partner, however, does not extend to enter into arbitration agreement on behalf of the firm. Therefore, while entering into a contract with partnership firm /JV/Consortium care should be taken to obtain consent of all the partners to the arbitration agreement. A suitable clause for obtaining consent of all the partners to the arbitration agreement shall be included in the General Conditions of the Contract (GCC).
- (viii) In cases where Subsidiary has challenged an arbitral award and as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by Subsidiary to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to Subsidiary should the subsequent court order require refund of the said amount. The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of Subsidiary as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of Subsidiary may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and Subsidiary. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG. The only circumstances in which such payment need not be made is where the contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open an escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the procuring entity.

- (ix) Arbitration court awards should be critically reviewed. In cases where there is a decision against Subsidiary the decision to appeal should not be taken in a routine manner, but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. There is a perception that such appeals etc. are sometimes resorted to postpone the problem and defer personal accountability. Casual appealing in arbitration / court cases has resulted in payment of heavy damages / compensation / additional interest cost, thereby causing more harm to the exchequer, in addition to tarnishing the image of the Government.
- (x) Legal department of Subsidiary should monitor the success rate of appealing against arbitration awards. There should be a clear delegation to empower officials to accept arbitration / court orders. A special board / committee may be set up by legal department of Subsidiary to review the case before an appeal is filed against an order. Arbitration /court awards should not be routinely appealed without due application of mind on all facts and circumstances including realistic probability of success. The board / committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and rising through, litigation / appeal / further litigation as the case may be, it is satisfied that such litigation / appeal /further litigation cost is likely to be financially beneficial compared to accepting the arbitration / court award.

21. LIMITATIONS OF LIABILITIES:

Except in cases of criminal negligence or wilful misconduct,

- i) Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, any/or from any other remote cause whatsoever.
- ii) The contractor shall not be liable to the Owner for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the work which caused such losses, claims, damages, costs or expenses
- iii) However, the limitation of liability of the contractor indicated above shall not apply to liquidated damages.