

Contract Agreement (CA)

SECI/C&P/OP/11/013/2023-24/CA/I

Dated 06.02.2025

Placed on

M/s Amara Raja Infra Private Limited

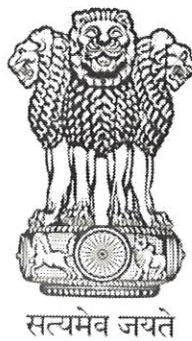
for

**Balance of Systems tender for Setting up of Grid
Connected 300 MW Ground Mounted Solar PV plant**

At

Ramagiri, Andhra Pradesh





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

: IN-DL31102312094321X

Certificate Issued Date

: 06-Feb-2025 03:22 PM

Account Reference

: IMPACC (IV)/ dl820103/ DELHI/ DL-DLH

Unique Doc. Reference

: SUBIN-DLL82010305898310133081X

Purchased by

: AMARA RAJA INFRA PVT LTD

Description of Document

: Article 5 General Agreement

Property Description

: Not Applicable

Consideration Price (Rs.)

: 0
(Zero)

First Party

: SOLAR ENERGY CORPORATION OF INDIA LIMITED

Second Party

: AMARA RAJA INFRA PVT LTD

Stamp Duty Paid By

: AMARA RAJA INFRA PVT LTD

Stamp Duty Amount(Rs.)

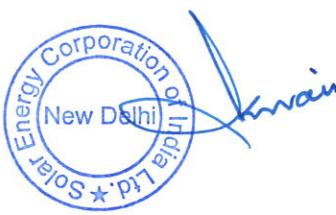
: 100
(One Hundred only)



Please write or type below this line

CONTRACT AGREEMENT BETWEEN Solar Energy Corporation of India Limited
and Amara Raja Infra Private Limited.

This Contract Agreement No. SECI/C&P/OP/11/013/2023-24/CA/I is made on the
day of February 2025.



Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate
- In case of any discrepancy please inform the Competent Authority

BETWEEN

1. **SOLAR ENERGY CORPORATION OF INDIA LIMITED**, a Company (CIN U40106DL2011GOI225263) incorporated under the Companies Act 1956 and having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India (hereinafter referred to as "SECI" & also referred as the Owner/Employer)

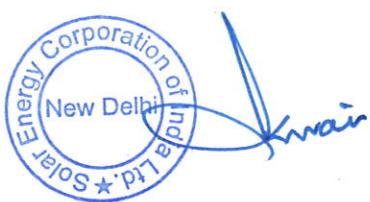
And

2. **AMARA RAJA INFRA PRIVATE LIMITED**, having its registered office at 1-181 AMRNR, Nanakramguda, Gachibowli, Hyderabad- 500032 (hereinafter called "the Contractor")

WHEREAS the Owner, SECI, desires to engage the Contractor for providing complete Supply & Services inter-alia Ex Works Supply & Services of all equipment and materials, required for the **Design, Engineering, Supply (except PV modules), Unloading of PV Modules at Site Supplied by the Owner, Construction, Erection, Testing & Commissioning of 300 MW (AC) Ground mounted Solar PV Project at Ramagiri** complete execution of the as detailed in the documents referred hereinabove.

The scope of work inter-alia includes the following:

"Design & engineering, procurement & supply of equipment and materials (except PV modules), Unloading of PV Modules at Site Supplied by the Owner, testing at manufacturers works, multi – level inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licences, installation and incidentals, insurance at all stages (Including Insurance of PV Modules Supplied by Owner), erection, testing and commissioning of 300 MW (AC) Grid connected ground mounted Solar PV Power Plant and performance demonstration with associated equipment and materials on turnkey basis at Ramagiri".



There are 02 (two) separate contracts pertaining to the total project of “**Balance of System of 300 MW (AC) Grid connected ground mounted Solar PV Power Plant at Ramagiri, Andhra Pradesh, India**”, which is categorized into:

- (a) **First Contract (Supply & Service Part):** For providing the Ex Works Supply, materials (except PV modules) including mandatory spares and any other supplies specified in the Tender Documents under the scope of Supply comprising of all services i.e., including Transportation and Insurance of all Equipment's till site, Unloading of PV Modules at Site Supplied by the Owner, Storage, Handling at Site, Civil Works, Design, engineering, Erection, Installation, Testing and Commissioning of complete Solar Power Plant (including Modules) including Performance Testing in respect of all the Equipment's supplied under the scope of Supply and any other services specified in the Contract Documents.
- (b) **Second Contract (O&M Part):** For providing Comprehensive operation & maintenance of the Solar PV plant for 5 (Five) years from the date of Operational Acceptance, as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.

NOW IT IS HEREBY AGREED as follows:

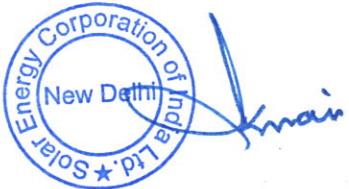
Article 1. Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between the Owner and the Contractor, and each shall be read and construed as an integral part of the Contract:

PART - A

- (a) This Contract Agreement No SECI/C&P/OP/11/013/2023-24/CA/I dated 06.02.2025 and the Appendices thereto.



PART - B

- (b) Notification of Award (NOA) No SECI/C&P/OP/11/013/2023-24/NoA/70818 dated 31.02.2025 and the Appendices thereto.

PART - C

- (c) Bidding documents for the subject package issued vide our Tender Ref. No. SECI/C&P/OP/11/013/2023-24 dated 06.03.2024 read in conjunction with Amendment No 01 and Pre-Bid clarifications published on 09.05.2024 respectively to the Bidding Documents having following sections
- i Special Conditions of Contract: Section V of Tender
 - ii General Conditions of Contract: Section IV of Tender
 - iii ITB, BDS & Annexure to BDS: Section II & III of Tender
 - iv Special Technical Conditions on Technical Specifications: Section VII of Tender
 - v Technical Specifications and Drawings: Section VII of Tender
 - vi Price Schedules submitted by the Contractor: Section VIII & SoR of Tender
 - vii Other completed Bidding forms submitted with the Bid: Section VI of Tender
 - viii Any other documents forming part of the Employer's Requirements of Tender

PART - D

- (d) Bid submitted by M/s Amara Raja Infra Private Limited with Ref No SECI/C&P/OP/11/013/2024-25 dated 31.05.2024 for the subject tender.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.)

1.2 Order of Precedence



In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

- 1.3 Definitions (Reference GCC Clause 1 under Definition of Terms)
- 1.4 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price

Under this First Contract, the Owner hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of **INR 482,83,28,690.51 (Indian Rupees Four hundred & eighty-two Crores, eighty-three lakhs, twenty-eight thousand, six hundred & ninety and fifty-one paisa only)** or such other sums as may be determined in accordance with the terms and conditions of the Contract. The detailed break-up of Contract Price is given under **Appendix 3 “Schedule of Detailed Price Break-up”**.

2.2 Terms of Payment

The terms and procedures of payment according to which the Owner will reimburse the Contractor are given in **Appendix 1 (Major Terms & Conditions and Procedures of Payment)** hereto.

Article 3. Effective Date of contract

- 3.1 Effective Date:



The Time for Commissioning for the cumulative capacity of 300 MW Ground mounted Solar PV Power Plant at Ramagiri along with other associated equipment as per this tender document in total shall be **12 (Twelve) Months** from the Date of the Signing of Contract Agreement. Hence, the Zero date for the clause No 3.1 of the SCC shall be counted from the date of signing of Contract Agreement only & all contractual obligations will be started from the date of the Contract Agreement.

Article 4. Communications

- 4.1 The address of the Employer for communication purposes is:

**Solar Energy Corporation of India Limited
(A Government of India Enterprise)**
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023, India
Tel: 011 – 24666200
e mail: umesh.patidar@seci.co.in ; sandeeparna@seci.co.in

- 4.2 The address of the Contractor for communication purposes is:

M/s Amara Raja Infra Private Limited
1-181 AMRNR, Nanakramguda,
Gachibowli, Hyderabad- 500032
Mob: bsd@amararaja.com
e mail: +91 85000 08517

Article 5. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices



Appendix 1 Major Terms & Conditions and Procedures of Payment

Appendix 2 Time Schedule

Appendix 3 Schedule of Detailed Price Break-up

Article 6. Independent External Monitors

In respect of this project, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) & IP would be executed with you at the earliest. The names of Independent External Monitor(s) (IEMs) who have been appointed by Employer, in terms of Integrity Pact (IP) which will form a part of the Employer Contracts are:

- a) Shri Rakesh Mohan, IA&AS (Retd.), email: rmohan1987@gmail.com
- b) Shri Najib Shah, IRS (Retd.), email: najibshah@hotmail.com

The above-mentioned IEMs are authorized to examine/consider all references made to it under this tender/Contract. The contractor, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designed Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

Solar Energy Corporation of India Limited,

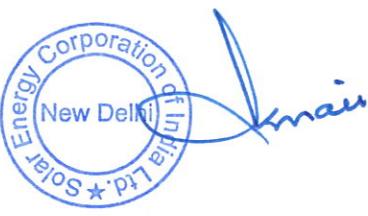
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

Kind Attn.: ED (C& P)

Telephone Nos.: - 011 – 24666 - 200

E-mail: - umesh.patidar@seci.co.in ; sandeeparna@seci.co.in

The Independent External Monitor (IEM) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is



under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors / JV Partners / Consortium member with confidentiality.

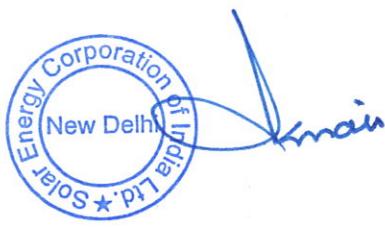
The Nodal officer for necessary coordination in this regard shall be as under:

- (i) HOD of Contracts & Procurement (C&P): For issues pertaining to C&P department.
- (ii) Head of concerned Department: For issues pertaining to other departments.

Article 7.

The Contract Agreement No **SECI/C&P/OP/11/013/2023-24/CA/II** will also be executed between the Owner and the Contractor for the O&M Services Contract (hereinafter referred to as the “Second Contract”) for the subject Project which includes performance of all the services interalia including 05 (Five) Years of Plant O&M for the **Grid Connected 300 MW Ground Mounted Solar PV plant at Ramagiri, Andhra Pradesh.**

Notwithstanding the award of Contract Agreement under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the facilities by the Owner as per the requirements stipulated in the Contract. Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of any one of the two Contracts shall be treated as a breach of both the Contracts in entirety. It is expressly understood and agreed by the Contractor that any default or breach of the contract will be giving the Owner a right to terminate the Contract either in full or in part, and/or recover damages there under that Contract and shall give the Owner an absolute right to terminate this Contract at the Contractor's risk, cost and responsibility and /or recover damages accordingly. However, such breach or default or occurrence shall not automatically relieve the Contractor of any of its responsibility/ obligations under this Contract. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Contractor under this ‘First Contract’ when installed and commissioned



by the Contractor shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Owner and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Owner

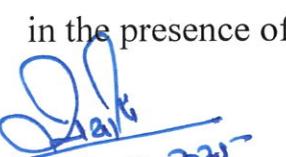
Signed by for and
on behalf of the Contractor

**SOLAR ENERGY CORPORATION OF
INDIA LIMITED**

Signature.....

Title

in the presence of


06.02.2021



**M/S AMARA RAJA INFRA
PRIVATE LIMITED**

Signature.....

Title *BUSINESS HEAD -
POWER RE*

in the presence of


(BALASUBRAMANYAM.D)
S. Man - BD(Re)

APPENDIX – 1

1. MAJOR TERMS & CONDITIONS AND PROCEDURES FOR PAYMENT

All payment shall be made against invoices raised in line with the approved billing. All payment shall be made against invoices raised in line with the approved billing break up under individual heads of Supply, Services and Civil works. Following general payment terms will be followed which will be payable after complying the provision of ALMM clause only.

A. The payment for the Supply Portion of the First Contract (Supply Contract) shall be made as per the following terms and conditions:

- i) Interest free initial advance (OPTIONAL) of 10% of the Contract Value (i.e., total sum of all the Supply Contract) shall be released to the contractor upon receipt of unconditional acceptance of NOA, detailed Performa invoice of contractor and against submission of unconditional & irrevocable Advance Bank Guarantee (ABG) with a validity period up to date of final commissioning total amounting to 110% of total advance amount. The ABG needs to be submitted in addition to the Contract Performance Security.
- ii) Seventy percent (70%) payments shall be paid on Pro rata basis against supply, receipt and acceptance of Materials at site on submission of documents (except Advance Bank Guarantee) indicated under clause i) above, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Manufacturer's/ Contractor's Guarantee certificate of Quality, submission of the certificate by the Executing Agency's authorized representative that the item(s) have been received and MDCC (Material Dispatch Clearance Certificate) issued by EMPLOYER's authorized representative in original.

* In case the Interest-free initial advance (OPTIONAL) of 10% of the Contract Value is not availed by the contractor, then this 10%



payment amount will be payable along with the point No A ii) along with the 70% payment milestone.

* In case the interest free advance is availed by the Contractor and no progress/work is executed at site till the commissioning period or if the contract is terminated due to default of contractor as mentioned under the Contract/tender, thereby not adjusting the advance amount timely, the entire advance amount will be recovered from the Contractor along with one-year SBI MCLR rate.

- iii) Ten percent (10%) payments shall be paid against successful erection, testing and commissioning of materials on pro rata basis at site.
- iv) Final Ten percent (10%) payment of Supplies shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after PR demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.

B. The payment for the Service Portion of the First Contract (Services Contract) shall be made as per the following terms and conditions. No Initial Advance Payment shall be made against the Service Portion Part.

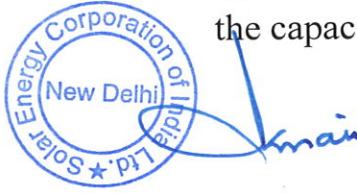
- i) For Freight and Insurance Portion, the payment shall be made in line with Supply Portion of the First Contract, as described in point A (ii) of this clause, without releasing any initial advance. The complete payment of the freight will be done along with the respective deliveries of the supply portion at site.
- ii) For Erection, Testing and Commissioning Portion, the payment shall be made as detailed below: -



- a. Eighty Percent (80%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on pro-rata basis on completion of installation of equipment on certification by the Engineer-In-Charge/ Project Manager for the quantum of work completed after successful clearance of quality check points involved in the quantum of work billed.
- b. Ten Percent (10%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned.
- c. Final Ten percent (10%) payment of Services shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after PR demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.

iii) For Civil & Allied works portion, of the First contract, the payment shall be made as detailed below:

- a. Eighty Percent (80%) of the total price of Civil Works shall be paid progressively on certification by the Project Manager/ Engineer In - Charge for the quantum of work completed/ Milestones achieved after successful clearance of quality check points involved in the quantum of work.
- b. Ten Percent (10%) of the total price of Civil Works shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned.



- c. Final Ten percent (10%) payment of Civil Works shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after PR demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.

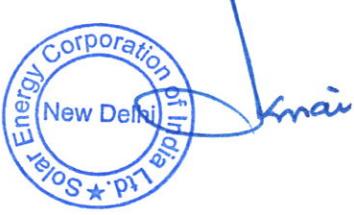
2. CONTRACT PERFORMANCE SECURITY

Against EPC/ LSTK & O&M Contract of the project, within 30 (Thirty) days from the date of signing of Contract Agreement, the successful bidder shall furnish unconditional and irrevocable individual Bank Guarantees issued by any Nationalized Banks in the manner as mentioned below.

The Contract Performance Security shall be in the form of Bank Guarantee only and shall be in the currency of the Contract and will be issued in the name of the Owner as "**Solar Energy Corporation of India Ltd**".

The Contract Performance Security against this Contract need to be furnished as mentioned below:

- a) First Stage (Supply and Services): The value of the Contract Performance Security shall be **INR 24,14,16,435.00 (Indian Rupees Twenty-Four Crores Fourteen Lakhs Sixteen Thousand Four Hundred and Thirty-Five Only)**. This Performance security will be valid for a total period of 75 Months (12 Months Project commissioning period) + prescribed O & M Period, i.e., 60 Months + 03 Months additional) from the date of its issuance. The successful bidder can submit Contract Performance Security with initial validity of 36 months and the same may be extended after every 36 months till completion of the total 75 months period.

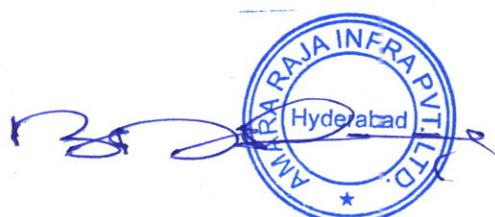


- b) The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.
- c) In case of any default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the entire Contract Performance Security, in such cases, the liability on account of GST will be borne by the contractor.
- d) Further, any delay beyond 30 (Thirty) days shall attract delay charges @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. However, total project completion period shall remain same. Part Security shall not be accepted. Further, Owner at its sole discretion may cancel the Contract Agreement/ NOA & forfeit 100% of EMD inclusive of GST, in case Contract Performance Security is not submitted within 45 (Forty-Five) days from the date of signing of Contract Agreement.

Contract Performance Security submitted shall be released to the Contractor without any interest not later than 75 (Seventy-Five) days after the successful completion of the complete O&M period (5 Years) subject to the approval and acceptance of the O&M period deliverables.

3. LIQUIDATED DAMAGES (LD)

- (a) Subject to Force Majeure Clause, if the Contractor fails to comply with the Time for Completion /successful commissioning or any extension thereof of Plant facilities in accordance with timelines as mentioned under the SCC, then the Contractor shall pay to the Owner a sum equivalent to half percent (0.5%) per week of the Contract Price for the whole of the facilities as liquidated damages for such default and not as a penalty, without prejudice to the Owner's other remedies under the Contract subject to the maximum limit of five percent (05%) of Contract Price for the whole of the facilities. The Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation



to complete the Works, or from any other of his obligations and liabilities under the Contract. Owner may consider the termination of contract and/or shall have the discretion of getting executed the work from the Contractor once the maximum limit of LD is reached. Any such recovery on account of the Liquidated damages can be done from the running bills of the Contractor by Owner.

- (b) The Owner shall at its sole discretion upon reaching the maximum LD limit as an alternative to the Liquidated Damages at its option, get work executed from elsewhere at the risk and cost of the Contractor irrespective of the fact whether the scope of Contract is identical to the original scope of Contract and in case the Owner chooses the alternative course as mentioned, it will be entitled to recover compensation/ damages from the Contractor irrespective of maximum limit prescribed under Clause 3(a).
- (c) The Owner may by giving (01) one-month notice to the Contractor cancel the Contract without prejudice to the Owner's right under Clauses 3(a) and 3(b) or any other provisions contained in the Contract to determine the Contract and claim damages from the Contractor.

4. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT, COLLUSIVE/ COERCIVE PRACTICES

- a. Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed below.
- b. The enclosure deliberates in detail the all consequences pertaining to above mentioned clause.
- c. **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE
OF BANNING OF VENDORS/ SUPPLIERS/ CONTRACTORS/
BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/
COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the



Vendors/ Suppliers/ Contractors/ Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/ or on other grounds as mentioned in EMPLOYER's/ Owner's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/ bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by EMPLOYER/ Owner, to such Vendors/ Suppliers/ Contractors/ Bidders/ Consultants.

The Vendor/ Supplier/ Contractor/ Bidder/ Consultant understands and agrees that in such cases where Vendor/ Supplier/ Contractor/ Bidder/ Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by EMPLOYER/ Owner, such decision of EMPLOYER/ Owner shall be final and binding on such Vendor/ Supplier/ Contractor/ Bidder/ Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue/ dispute arising in the matter.

PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

A Definitions:

- A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

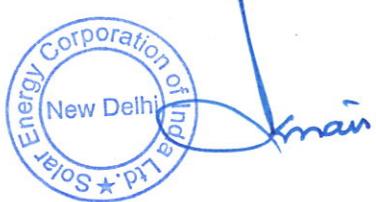
"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

- A.2 "Fraudulent Practice" means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting



false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

- A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the EMPLOYER of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 "Vendor/ Supplier/ Contractor/ Consultant/ Bidder" is herein after referred as "Agency"
- A.6 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the "Committee" concerned.
- A.7 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.8 "Investigating Agency" shall mean any department or unit of EMPLOYER/ Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the EMPLOYER/ Owner, Central Bureau of



Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD, if applicable) shall be forfeited.

Further, such agency shall be banned for future business with EMPLOYER/ Owner for a period specified in para B 2.2 below from the date of issue of banning order.

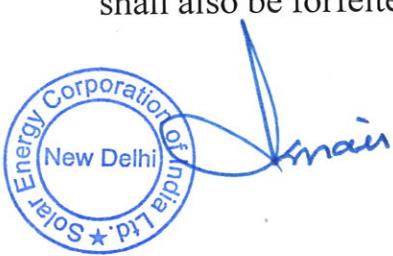
B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the agency shall be banned for future business with EMPLOYER/ Owner for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned order(s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ EMPLOYER/ Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning list.

After conclusion of process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Security submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor



on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period/O&M Period, the agency shall be banned for future business with EMPLOYER/ Owner for a period specified in para B 2.2 below from the date of issue of banning order.

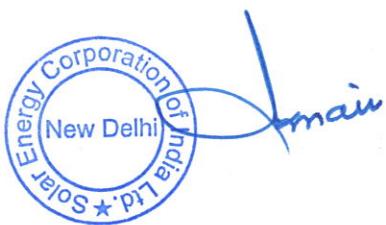
Further, the Contract Performance Security submitted by agency against such order(s)/ contract(s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with EMPLOYER/ Owner for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

Banning period shall be reckoned from the date of issuance of banning order and shall be for a period as may be decided by the EMPLOYER/ Owner based

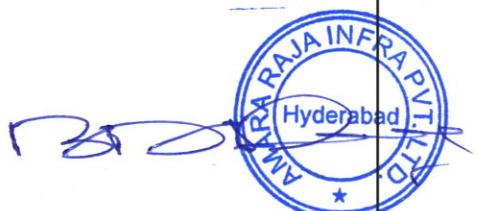


on specific case basis. However, minimum period of ban shall be 06 (Six) months from the date of issuance of banning order.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is banned , such agency shall not be considered in ongoing tenders/ future tenders.
- C.2 However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency shall be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is banned during tendering and irregularity is found in the case under process:
 - C.3.1 after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.
 - C.3.3 after opening of price bid, EMD, if applicable made by the agency shall be returned; the offer/Bid of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of



facts committed in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by C&P Department when

- (i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Nonperformance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the



Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from EMPLOYER/ Owner.

The competent authority to approve the suspension will be same as that for according approval for banning.



D.3 Effect of Suspension of business:

Effect of suspension on other on-going/ future tenders will be as under:

- D.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.
- D.3.3 The existing contract(s)/ order(s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of EMPLOYER/ Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

E Debarment of Firms from Bidding

- i. A bidder shall be debarred if he has been convicted of an offence-
 - a. Under the Prevention of Corruption Act, 1988: or
 - b. The Indian penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract
- ii. A bidder debarred under sub- section (i) or any successor of the bidder shall not be eligible to participate process of any procuring entity for a period not exceeding Three years Commencing from the date of debarment. Department



of Commerce (DGS&D) will maintain such list which also be displayed on the website of DGS&D as well as Central Public procurement Portal.

- iii. A Procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.
- iv. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

5. Representatives and Field Management & Controlling

5.1 Project Manager / Engineer- In –Charge (EIC):

If the Project Manager/ EIC is not named in the Contract, then within seven (7) days of the Effective Date, the EMPLOYER shall appoint and notify the Contractor in writing of the name of the Project Manager/ EIC. The EMPLOYER may from time to time appoint some other person as the Project Manager/ EIC in place of the person previously so appointed and shall give a notice of the name of such other person to the Contractor without delay. The EMPLOYER shall take reasonable care, unless unavoidable to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager/EIC shall represent and act for the EMPLOYER at all times during the currency of the Contract.

All notices, instructions, information and other communications given by the Contractor to the EMPLOYER under the Contract shall be given to the Project Manager/ EIC, except as herein otherwise provided.

5.2 Contractor's Representative & Construction Manager

If the Contractor's Representative is not named in the Contract, then within seven (07) days of the Effective Date, the Contractor shall appoint the Contractor's



Representative and shall request the EMPLOYER in writing. If the EMPLOYER objects to the appointment within seven (07) days giving the reason therefor, then the Contractor shall appoint a replacement within seven (07) days of such objection, and the foregoing provisions of this GCC shall apply thereto.

5.3 The Contractor's Representative shall represent and act for the Contractor at all times during the tenure of the Contract and shall give to the Project Manager/ EIC all the Contractor's notices, instructions, information and all other communications under the Contract.

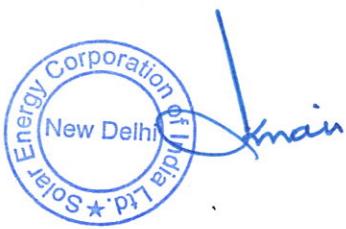
5.4 All notices, instructions, information and all other communications given by the Owner/ EMPLOYER or the Project Manager/ EIC to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

5.5 The Contractor shall not revoke the appointment of the Contractor's Representative without the EMPLOYER consent, which shall not be unreasonably withheld. If the EMPLOYER consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Clauses.

5.6 The Contractor's Representative may, subject to the approval of the EMPLOYER (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Project Manager/EIC.

5.7 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.

5.8 Notwithstanding anything stated in GCC Clause above, for the purpose of execution of contract, the EMPLOYER and the Contractor shall finalize and agree



to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.

5.9 From the commencement of installation of the Facilities at the Site until Final Acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper Performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.

5.10 The EMPLOYER may object to any Contractor's representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the EMPLOYER, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations and safety.

5.11 If any representative or person employed by the Contractor is removed in accordance with GCC Clause above, the Contractor shall, where required, promptly appoint a replacement. The Engineer-in-Charge/Project Manager may also authorize his representatives to assist in performing his duties and functions.

5.12 Hindrance Register

The Contractor may also maintain a Hindrance Register where reasons along with documentary evidence for delay/ fault may be recorded from time to time and at the time of occurrence of the hindrance and get it duly certified by the Project Manager or his authorized representative.

6. Force Majeure

6.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable



control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- Act of God, including, but not limited to lightning, fire not caused by Suppliers' negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon, tornado, pandemic and quarantine. {Only if it is declared / notified by the competent state / central authority / agency (as applicable)},
- Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action.
- Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.

6.2 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- Delay in the performance of any Contractor, sub-Contractor or their agents;
- Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- Strikes at the facilities of the Contractor / Affected Party;
- Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- Non-performance caused by, or connected with, the Affected Party's:
 - Negligent or intentional acts, errors or omissions;
 - Failure to comply with an Indian Law; or
 - Breach of, or default under this Contract Agreement.



- Normal rainy seasons and monsoon
- Any Transport strikes not directly affecting the delivery of goods from manufacturer to site

6.3 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.

6.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.

6.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

6.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.

6.7 If works are suspended by Force Majeure conditions lasting for more than two months, the EMPLOYER/Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.

6.8 The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.

7. Termination of Contract



[Signature]



7.1 Termination for Owner's Convenience

7.1.1 The Owner may at any time terminate the Contract for any reason by giving the Bidder a notice of termination that refers to this GCC Sub-Clause 25.1.

7.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 25.1.1, the Bidder shall either immediately or upon the date specified in the notice of termination

- (a) cease all further supply, except for such supply as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the supplies already executed, or any supply required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to the Owner pursuant to paragraph (d) (ii) below
- (c) remove all Bidder's Equipment from the Site, repatriate the Bidder's and its Sub Bidders' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition, and
- (d) subject to the payment specified in GCC Sub-Clause 25.1.3,
 - (i) deliver to the Owner the parts of the supplies executed by the Bidder up to the date of termination
 - (ii) to the extent legally possible, assign to the Owner all right title and benefit of the Bidder to the supplies and to the Plant as of the date of termination, and, as maybe required by the Owner, in any subcontracts concluded between the Bidder and its Sub Bidders; and



(iii) deliver to the Owner all non-proprietary drawings, specifications and other documents prepared by the Bidder or its Sub Bidders as at the date of termination in connection with the supplies.

In the event of termination of the Contract under GCC Sub-Clause 25.1.1, the Owner shall pay to the Bidder the following amounts:

(e) the Contract Price, properly attributable to the supplies executed by the Bidder as of the date of termination

(f) the costs reasonably incurred by the Bidder in the removal of the Bidder's Equipment from the Site and in the repatriation of the Bidder's and its SubBidders' personnel

(g) any amounts to be paid by the Bidder to its SubBidders in connection with the termination of any subcontracts, including any cancellation charges

(h) costs incurred by the Bidder in protecting the supplies and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 25.1.2

7.2 Termination for Bidder's Default

7.2.1 Neither the Owner nor the Bidder may assign the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, to any third party without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Bidder shall be entitled to assign any monies due and payable to it or that may become due and payable to it under the Contract, either absolutely or by way of charge.

7.2.2 The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances



by giving a notice of termination and its reasons therefor to the Bidder, referring to this GCC Sub-Clause 25.2:

- (a) if the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or resupply, a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt
- (b) if the Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 25.2.1.
- (c) if the Bidder, in the judgment of the Owner has engaged in Fraud and Corruption in competing for or in executing the Contract.

7.2.3 If the Bidder

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence supply on the supplies promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Owner to proceed
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program at rates of progress that give reasonable assurance to the Owner that the Bidder can attain Completion of the Facilities by the Time for Completion as extended, then the Owner may, without prejudice to any other rights it may



possess under the Contract, give a notice to the Bidder stating the nature of the default and requiring the Bidder to remedy the same. If the Bidder fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Owner may terminate the Contract forthwith by giving a notice of termination to the Bidder that refers to this GCC Sub-Clause 25.2.

7.2.4 Upon receipt of the notice of termination under GCC Sub-Clauses 25.2.2 or 25.2.3, the Bidder shall, either immediately or upon such date as is specified in the notice of termination,

- (a) cease all further supply, except for such supply as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the supplies already executed, or any supply required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to the Owner pursuant to paragraph (d) below
- (c) deliver to the Owner the parts of the supplies executed by the Bidder up to the date of termination
- (d) to the extent legally possible, assign to the Owner all right, title and benefit of the Bidder to the supplies and to the Plant as of the date of termination, and, as may be required by the Owner, in any subcontracts concluded between the Bidder and its SubBidders
- (e) deliver to the Owner all drawings, specifications and other documents prepared by the Bidder or its SubBidders as of the date of termination in connection with the supplies.

7.2.5 Subject to GCC Sub-Clause 25.2.6, the Bidder shall be entitled to be paid the Contract Price attributable to the supplies executed as of the date of termination, the value of any unused or partially used Plant on the Site, and



the costs, if any, incurred in protecting the supplies and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 25.2.4. Any sums due the Owner from the Bidder accruing prior to the date of termination shall be deducted from the amount to be paid to the Bidder under this Contract.

7.2.6 If the Owner completes the supplies, the cost of completing the supplies by the Owner shall be determined.

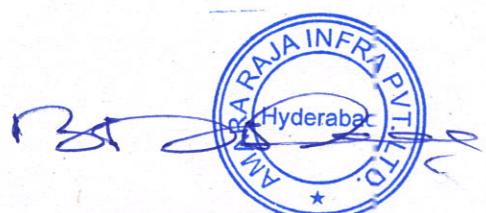
If the sum that the Bidder is entitled to be paid, pursuant to GCC Sub-Clause 25.2.5, plus the reasonable costs incurred by the Owner in completing the supplies, exceeds the Contract Price, the Bidder shall be liable for such excess.

If such excess is greater than the sums due the Bidder under GCC Sub-Clause 25.2.5, the Bidder shall pay the balance to the Owner, and if such excess is less than the sums due the Bidder under GCC Sub-Clause 25.2.5, the Owner shall pay the balance to the Bidder.

The Owner and the Bidder shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

8. Change in Law and Regulations

If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities), including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the project that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Contractor shall



promptly and within 15 days of such enactment coming into force, forward relevant supporting documents to Owner.

However, these adjustments would be restricted to direct transactions between the Owner and Contractor and Bought out items (dispatched directly from sub vendor's works to Site). These adjustments shall not be applicable on procurement of raw materials, intermediary components and intermediary services etc. by the Contractor.

Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

However, any increase in the rate of these taxes, duties and levies beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to Owner.

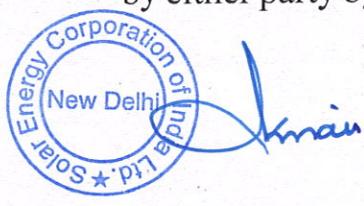
However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor, or (iii) any change on account of regulatory measures by the Appropriate Commission.

9. Arbitration

a. Settlement of Dispute

- i. If any dispute or difference or claim occurs between the Owner and the Supplier in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the formation, existence, validity termination or breach, the parties shall seek to resolve any such dispute or difference by mutual consent.

- ii. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention



to refer to Arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given.

b. In Case the Contractor Is A Public Sector Enterprise or A Government Department.

- i. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Governmental Departments/ Organizations (other than those related to taxation matters), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE (GM)FTS-1835 dated 22-05-2018, 04.07.2018 and 11.07.2018; and DPE-GM-056i0003/2019-FTSA-10937 dated 20.02.2020 and as amended from time to time.

c. In All Other Cases

- i. In all other cases, any dispute submitted by a party to Arbitration shall be heard by an Arbitration Panel composed of three Arbitrators, in accordance with the provisions set forth below.
- ii. The owner and the supplier shall each appoint one Arbitrator, and these two Arbitrators shall jointly appoint a third Arbitrator, who shall chair the Arbitration Panel. If the two Arbitrators do not succeed in appointing a third Arbitrator within Thirty (30) days after the later of the two Arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third Arbitrator which shall be the President, Institution of Engineers.
- iii. If one party fails to appoint its Arbitrator within thirty (30) days after the other party has named its Arbitrator, the party which has named an Arbitrator may request the Appointing Authority to appoint the second



Arbitrator.

- iv. If for any reason an Arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original Arbitrator. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator (s).
- v. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996 and the rules made thereunder and for the time being in force.
- vi. The venue or arbitration shall be New Delhi.
- vii. The award of the arbitrator shall be final and binding on the parties to this contract.
- viii. The decision of a majority of the Arbitrators (or of the third Arbitrator chairing the Arbitration Panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- ix. The Arbitrator(s) shall give reasoned award.
- x. Notwithstanding any reference to the Arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.
- xi. Cost of arbitration shall be equally shared between the Owner and the Supplier.



- xii. The fees payable to the Arbitrator and the manner of payment of the fees shall be such as may be governed by the Fourth Schedule of the Arbitration and Conciliation Act 1996.
- xiii. The Courts in Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Contract and any award or awards made by Arbitration Tribunal hereunder shall be filed (if so required) in the concerned Courts in Delhi only.
- xiv. The language of the proceedings will be in English.
- xv. This Arbitration Clause shall continue to survive termination, completion, or closure of the Maincontract for 120 days thereafter.

10.Jurisdiction

- i. The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

ii. Mutual Consultation

- If any dispute of any kind whatsoever shall arise between the owner and the supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Arbitration / other remedies available under the applicable laws.



APPENDIX – 2

1. TIME SCHEDULE

The Time for Commissioning for the cumulative capacity of 300 MW Ground mounted Solar PV Power Plant at Ramagiri along with other associated equipment as per this tender document in total shall be **12 (Twelve) Months** from the Date of signing of Contract Agreement. Hence, the Zero date for the clause No 3.1 of the SCC shall be counted from the date of signing of Contract Agreement only & all contractual obligations will be started from the date of the Contract Agreement.

S. No.	Stage	Reference from D
1	Signing of Contract Agreement	Zero Date (D)
2	Date of Successful Commissioning	<u>D + 12 Months</u>



APPENDIX – 3

1. SCHEDULE OF DETAILED PRICE BREAK-UP

(a) Under this First Contract, the Owner hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of INR 482,83,28,690.51 (Indian Rupees Four hundred & eighty-two Crores, eighty-three lakhs, twenty-eight thousand, six hundred & ninety and fifty-one paisa only) or such other sums as may be determined in accordance with the terms and conditions of the Contract.

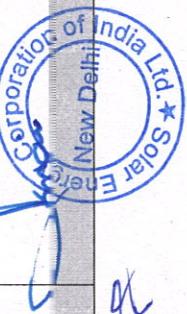
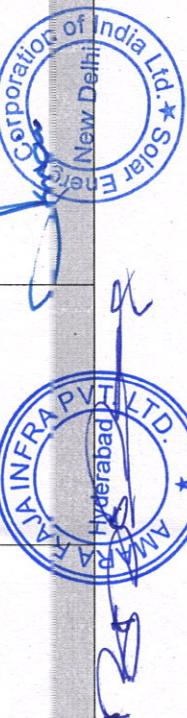
The detailed break-up of Contract Price is given as under:



Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Within the Employer's Country

300 MW (AC) BOS tender at Ramagiri

Item	Description	Qty (Ls)	Unit EX Works (EXW) Price	Total EX Works (EXW) Price	Goods & Service Tax (GST) in absolute figures	% (Percentage) of Goods & Service Tax (GST) considered	Total Ex Works (EXW) Price with GST
1	2	3	4	5=3*4	6	7	8=5+6
A - SUPPLY							
1 Solar Plant							
1.1	String Combiner Box	1	4,13,00,527	4,13,00,527	56,99,472.73	13.8%	4,70,00,000
1.2	Power Conditioning Unit (Central / String Inverter)	1	36,85,53,602	36,85,53,602	5,08,60,397.08	13.8%	41,94,13,999
1.3	Inverter Transformer	1	39,71,88,049	39,71,88,049	5,48,11,950.76	13.8%	45,20,00,000
1.4	33 kV Switchgear (other than Pooling Substation)	1	13,84,00,702	13,84,00,702	1,90,99,296.88	13.8%	15,74,99,999
1.5	Module Mounting Structure	1	86,55,53,602	86,55,53,602	11,94,46,397.08	13.8%	98,49,99,999
1.6	Cables (All DC, LT & HT Power, Control & Communication)	1	46,69,42,003	46,69,42,003	6,44,37,996.41	13.8%	53,13,79,999
1.7	Auxiliary power supply system, Lighting, Lightning, Earthing, Fire Fighting System & Weather Monitoring Station	1	8,30,40,421	8,30,40,421	1,14,59,578.10	13.8%	9,44,99,999
1.8	Mandatory Spares (Solar Plant)	1	2,24,07,732	2,24,07,732	30,92,267.02	13.8%	2,54,99,999
1.9	Balance of System including all Equipment, Materials, Spares, Accessories, etc. excluding in above Solar Plant supply and any other Supplies specified in the Tender Documents	1	40,66,36,055	40,66,36,055	5,61,15,775.59	13.8%	46,27,51,831
2	Solar Park						



2.1	33 kV Switchgear	1	-	-	-	13.8%	-
2.2	220/33 kV Power Transformer	1	19,27,76,801	2,66,03,199	13.8%	21,93,80,000	
2.3	220 kV Switchgear	1	1,98,92,794	27,45,206	13.8%	2,26,38,000	
2.4	Conductors and Cables	1	1,87,71,528	25,90,471	13.8%	2,13,61,999	
2.5	Control and Relay Panel, Metering and Communication System	1	2,90,06,854	40,02,946	13.8%	3,30,09,800	
2.6	SCADA	1	1,71,35,325	23,64,675	13.8%	1,95,00,000	
2.7	Auxiliary power supply system, Lighting, Lightning, Earthing & Fire Fighting System	1	83,47,978	11,52,021	13.8%	94,99,999	
2.8	220 kV Transmission Line	1	12,74,16,520	1,75,83,480	13.8%	14,50,00,000	
2.9	220 kV bay at CTU Substation	1	7,46,92,442	1,03,07,557	13.8%	8,49,99,999	
2.10	Mandatory Spares (Solar Park)	1	34,50,000	4,76,100	13.8%	39,26,100	
2.11	Balance of System including all Equipment, Materials, Spares, Accessories, etc. excluding in above Solar Park supply and any other Supplies specified in the Tender Documents	1	11,02,27,609	1,52,11,410	13.8%	12,54,39,019	
	Sub Total - A		3,39,17,40,543.94	3,39,17,40,544	46,80,60,195	3,85,98,00,739	
	Grand Total A (Supply from Employer's Country)					3,85,98,00,739	



Schedule No. 2. Freight, Design, Civil & Installation and Other Services

300 MW (AC) BOS tender at Ramagiri

Sl. No.	Description of Item	Quantity (Ls)	Price		% (Percentage) of Goods & Service Tax (GST) considered	Total Price including GST
			Unit Charges (INR)	Total Charges (INR)		
1	2	3	4	5=3*4	6	7
A - INSTALLATION & OTHER SERVICES						
1	Solar Plant					
1.1	Freight & Insurance including Loading, Unloading, Storage, Handling at Site for Solar Plant Equipment and Materials	1	84,70,887	84,70,887	11,68,982	13.80%
1.2	Design, Engineering, Installation, Erection, Testing and Commissioning including Performance Testing in respect of all the Solar Plant Equipment Supplied and any other Services Specified in the Tender Documents	1	15,87,000	15,87,000	2,19,006	13.80%
1.3	Civil and allied works including construction of trenches, Module Mounting Structure, foundations of all the Solar Plant Equipment Supplied	1	71,35,75,870	71,35,75,870	9,84,73,470	13.80%
2	Solar Park					
2.1	Freight & Insurance including Loading, Unloading, Storage, Handling at Site for Solar Park Equipment and Materials	1	28,49,971	28,49,971	3,93,296	13.80%



NERI
New Delhi, India
1st Oct 2018



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1st Oct 2018

2.2	Design, Engineering, Installation, Erection, Testing and Commissioning including Performance Testing in respect of all the Solar Park Equipment Supplied and any other Services Specified in the Tender Documents	1	1,19,02,498	1,19,02,498
2.3	Civil and allied works including Main Control Room, Road, Drain, Fencing, Water Supply System, Construction of Trenches, Foundations of all the Solar Park Equipment Supplied	1	11,26,92,818	11,26,92,818
	Sub Total - A			
	Grand Total A (Freight, Design, Civil & Installation and Other Services)			13.80%
				1,35,45,043

