

## **Purchase Order (PO)**

**SECI/C&P/OP/11/016/2024-25/PO/ALPEX**

**Dated 27.02.2025**

**Placed on**

**M/s Alpex Solar Limited**

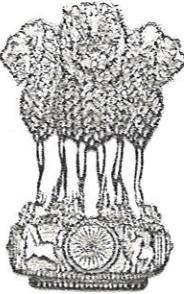
**for**

**Manufacturing, Testing, Packing and Forwarding,  
Supply and Transportation of 97.5 MWp domestically  
manufactured Solar PV Modules with domestically  
manufactured Solar Cells**

**At**

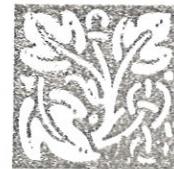
**Ramagiri, Andhra Pradesh**





सत्यमेव जयते

#### **INDIA NON JUDICIAL**



**Government of National Capital Territory of Delhi**

₹100

e-Stamp

Certificate No.  
Certificate Issued Date  
Account Reference  
Unique Doc. Reference  
Purchased by  
Description of Document  
Property Description  
Consideration Price (Rs.)  
  
First Party  
Second Party  
Stamp Duty Paid By  
Stamp Duty Amount(Rs.)

- IN-DL80227015756287X
- 19-Feb-2025 05:02 PM
- IMPACC (IV)/ dl870703/ DELHI/ DL-DLH
- SUBIN-DLDL87070319538673739548X
- ALPEX SOLAR LIMITED
- Article 5 General Agreement
- Not Applicable
- 0  
(Zero)
- ALPEX SOLAR LIMITED
- SOLAR ENERGY CORPORATION OF INDIA
- ALPEX SOLAR LIMITED
- 100  
(One Hundred only)

संस्कृत वाचनी



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IN-0138227915755287X

PURCHASE ORDER BETWEEN Solar Energy Corporation of India Limited and Alpex  
Solar Limited.

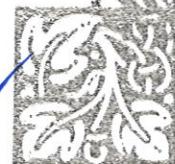
This Purchase Order No. SECI/C&P/OP/11/016/2024-25/PO/L1 is made on the  
**day of February 2025.**

7<sup>th</sup>  
Dated at 3/2/2025  




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2. The onus of checking the legitimacy is on the users of the certificate.  
3. 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

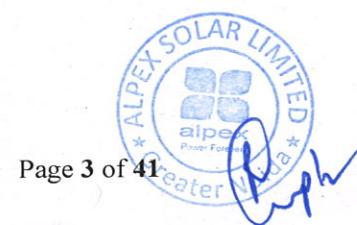
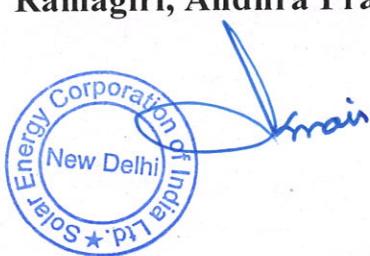
2. **ALPEX SOLAR LIMITED**, having its registered office at Plot No. I-25-26, Site-V, UPSIDC, Surajpur Industrial Area, Kasna, Greater Noida, U.P-201306 (hereinafter called "the Supplier")

WHEREAS the Owner, SECI, desires to engage the Supplier for providing complete Supply & Services inter-alia Ex Works Supply & Services of all equipment and materials, required for the tender for **Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 400 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells at Ramagiri, Andhra Pradesh** as detailed in the documents referred.

The scope of work inter-alia includes the following:

*"The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The Supplier shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the SPC. The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract. The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.".*

There is 01 (one) contract pertaining to the project of "**Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 400 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells at Ramagiri, Andhra Pradesh**", as detailed below:



**(a) Purchase & Service Order:** For providing the Ex Works-Supply, materials including mandatory spares and any other supplies specified in the Tender Documents under the scope of Supply. And for all services i.e., including Transportation and Insurance of all supplies till site in respect of all the supplies and any other services specified in the Contract.

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 Supplier, and each shall be read and construed as an integral part of the Contract:

#### **PART - A**

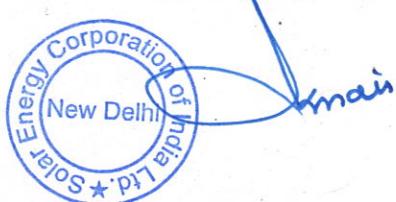
- (a) This Purchase Order No SECI/C&P/OP/11/016/2024-25/PO/ALPEX dated 27.02.2025 and the Appendices thereto.

#### **PART - B**

- (b) Notification of Award (NOA) No SECI/C&P/OP/11/016/2024-25/NoA-1/71202 dated 10.02.2025 and the Appendices thereto.

#### **PART - C**

- (c) Bidding documents for the subject package issued vide our Tender Ref. No. SECI/C&P/OP/11/016/2024-25 dated 14.11.2024 read in conjunction with Amendment No 01 and Pre-Bid clarifications published on 29.11.2024 respectively to the Bidding Documents having following sections:
- i Special Purchase Conditions: Section V of Tender
  - ii General Purchase Conditions: Section IV of Tender
  - iii ITB, BDS & Annexure to BDS: Section II & III of Tender



- iv Scope of Work and Technical Specifications: Section VII of Tender
- v Price Schedules submitted by the Supplier: Section VIII & SoR of Tender
- vi Other completed Bidding forms submitted with the Bid: Section VI of Tender
- vii Any other documents forming part of the Employer's Requirements of Tender

## PART - D

- (d) Bid submitted by M/s Alpex Solar Limited with Ref No ALP/SECI/11/1 dated 04.12.2024 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.

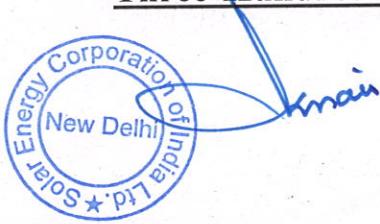
### 1.3 Definitions (Reference GPC Clause 1 under Definition of Terms)

### 1.4 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Purchase Conditions /Special Purchase Conditions.

## Article 2. Contract Price and Terms of Payment

### 2.1 Contract Price

Under this Contract, the Owner hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations hereunder. The Contract Price shall be the aggregate of INR 210,70,60,312.50 (Indian Rupees Two Hundred Ten Crores, Seventy Lakhs, Sixty Thousand, Three Hundred Twelve and Fifty Paise 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 Supplier 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 Completion for the entire **97.5 MWp (DC) Solar PV Module Package** in total shall be 9 (Nine) Months from the Date of the signing of Purchase Order.

PV Modules including Mandatory Spares under the award shall be supplied by the supplier in staggered deliveries during the mentioned delivery window of 9 months. However, it is preferred that the Module deliveries are made starting October 2025 till Jan 2026, with the completion of entire deliveries by Jan 2026.

## 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](mailto:umesh.patidar@seci.co.in) ; [sandeepprana@seci.co.in](mailto:sandeepprana@seci.co.in)

### 4.2 The address of the Supplier for communication purposes is:



**M/s Alpex Solar Limited**  
Plot No. I-25-26, Site-V, UPSIDC,  
Surajpur Industrial Area, Kasna,  
Greater Noida, U.P-201306  
Mob: [ram@alpex.in](mailto:ram@alpex.in)  
e mail: +91 81309 91800

## **Article 5. Appendices**

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

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). 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: [rkmohan1987@gmail.com](mailto:rkmohan1987@gmail.com)
- b) Shri Najib Shah, IRS (Retd.), email: [najibshah@hotmail.com](mailto:najibshah@hotmail.com)

The above-mentioned IEMs are authorized to examine/consider all references made to it under this tender/Contract. The supplier, 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](mailto:umesh.patidar@seci.co.in) ; [sandeprana@seci.co.in](mailto:sandeprana@seci.co.in)

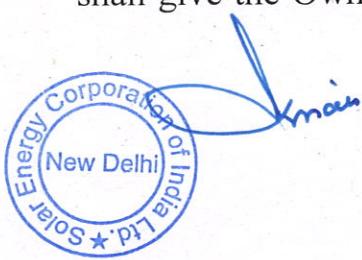
The Independent External Monitor (IEM) has the right to access without restriction to all Project documentations of the Employer including that provided by the Supplier. The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subsuppliers. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Supplier/Sub-Suppliers / 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.**

Notwithstanding the award of Purchase Order under this contract in the aforesaid manner, the Supplier shall be overall responsible to ensure the execution of contract to achieve successful completion 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. It is expressly understood and agreed by the Supplier 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 Supplier's risk,



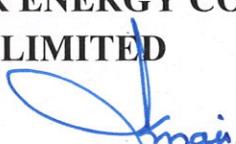
cost and responsibility and /or recover damages accordingly. However, such breach or default or occurrence shall not automatically relieve the Supplier of any of its responsibility/ obligations under this Contract.

IN WITNESS WHEREOF the Owner and the Supplier 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 Supplier

# **SOLAR ENERGY CORPORATION OF INDIA LIMITED**



**अतुल्य कुमार नाईक / ATULYA KUMAR NAIK**  
एजेंटसी एक्सिक्यूटिव /Executive Director  
अनुप्रयोग पर्याप्त विभाग /Contracts & Procurement Department  
सौर ऊर्जा कंपनी लिमिटेड / Solar Energy Corp. of India Ltd.  
(राज्य संचालन का उद्देश्य) / (A Govt. of India Enterprise)  
वडी बाजार, बोंदेश, पर्सेश्वर वाहनगढ़ काला चारा, १०५ अन्नपूर्ण रोड, पर्सेश्वर-२३  
6th Floor, Plot-B, NSIC Office Block Third Floor, East Kailash Nagar, New Delhi-23

Signature.....



Title

in the presence of

12/11  
01.02.2023

અનુમતિ

ଶ୍ରୀ ମ. ପ୍ର. (ଆଜିବା କବି)

M/S ALPEX SOLAR LIMITED

Ruptur

Signature.....



### Title

in the presence of

Avinash Yodhan  
27-02-2025

Avikal Kumar

## APPENDIX – 1

### **1. MAJOR TERMS & CONDITIONS AND PROCEDURES FOR PAYMENT**

Payment will be made to the account of the supplier as per the payment terms mentioned in the Contract Agreement / Purchase & Service Order based on the certification of Engineer In charge. The payments shall be made after the conditions listed for such payment have been met, and the successful bidder has submitted an invoice to the Owner specifying the amount due.

Payment shall be released within 30 days of submission and acceptance of invoice by the Engineer In Charge, having following payment milestones as mentioned below.

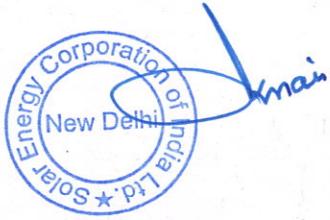
A. The payment against Supply portion shall be made as per the following terms and conditions:

i) Interest bearing advance of 10% of the total value of Supply portion shall be released to supplier against Submission of Test Certificates / Manufacturing Clearance, detailed Performa invoice of supplier and against submission of unconditional & irrevocable Advance Bank Guarantee (ABG) with a validity period up to date of final supply amounting to 110% of total advance amount. The ABG needs to be submitted in addition to the Contract Performance Security.

The annual interest rate shall be calculated based on SBI one-year MCLR as applicable.

ii) Eighty percent (80%) of the total value of Supply portion shall be paid upon dispatch of Solar PV Modules (along with mandatory spares) from manufacturer's works on pro-rata basis on production of invoices and satisfactory evidence of shipment which shall be original Goods Receipt or receipted GR/Rail Receipt including Material Dispatch Clearance Certificate (MDCC) issued by the Owner's Corporate QA & I representative and copy of Insurance for the supplied goods issued by the Supplier.

*If Successful Bidder has opted for advance, then the respective original invoices for such advance will be submitted by the supplier along with this milestone for*



*the advance settlement purpose. Else the supplier will be paid for Ninety percent (90%) of the Contract Value (i.e., Supply Contract) at this milestone instead of Eighty percent (80%).*

(iii) Ten percent (10%) payments of the total value of Supply portion 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, Supplier's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Manufacturer's/ Supplier's Guarantee certificate of Quality and MDCC (Material Dispatch Clearance Certificate) issued by Owner's authorized representative in original and Material Receipt Note (MRN).

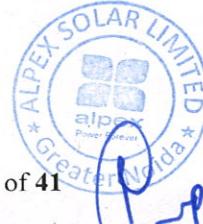
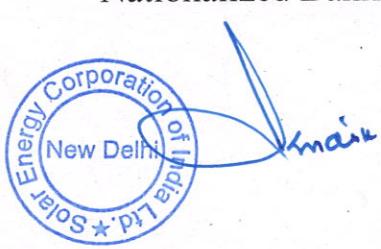
B. For Freight and Testing Services Portion, 100% of the payment shall be paid after successful delivery and acceptance of materials at site.

*The Unit Freight Charges (INR/MWp/Km) as mentioned under the SOR 2, will also be used for the purpose of deriving the L1 position of the bidder for Repeat Order (if any) (based on the actual distance of the Supplier's Work to the Repeat Order site) and accordingly, L1 bidder will be decided for placement of Repeat Order (If any) & accordingly will also be used for the Freight Payment on the distance basis.*

All the payment shall be released from Owner's Head Office, New Delhi upon submission of Original Documents like MDCC, delivery challan, warranty certificate, LR, MRN & Insurance as required and mentioned against each Milestone payment, duly certified by the authorized representative of the Owner.

## **2. CONTRACT PERFORMANCE SECURITY**

Against the Purchase Order of the project, within 30 (Thirty) days from the issuance of the Contract Agreement / Purchase & Service Order, the successful bidder(s) shall furnish unconditional and irrevocable individual Bank Guarantees issued by any Nationalized Banks or by the Banks, in the manner as mentioned below.

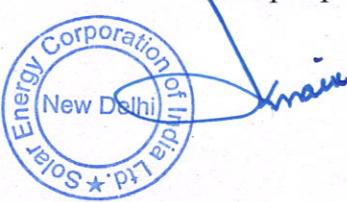


The Contract Performance Security shall be in the form of Bank Guarantee only and shall be in the currency of the Contract and will be issued in the name of the Owner as "**Solar Energy Corporation of India Limited, New Delhi**".

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

- (i) The value of the Contract Performance Security shall be of **INR 21,07,06,031.00 (Indian Rupees Twenty-One Crores Seven Lakhs Six Thousand Thirty-One Only)**. This Performance security will be valid for a total period of 24 Months (9 Months Project completion period) + 12 months of Defect Liability Period + 03 Months additional) from the date of its issuance.
- (ii) The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.
- (iii) SECI at its sole discretion may encash the CPS in the following scenarios:
  - In case of any default or failure of the Supplier to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement / Purchase & Service Order 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 supplier.
  - In case the supplier is unable to submit GTP Datasheet, Drawing & Test Certificates within the specified deadline of 10 days from the issuance of Contract Agreement / Purchase & Service Order.
  - In case the supplier doesn't replace/rectify the defective PV Modules within a time period of 3 months from the last supply of defective modules\*.
  - In case if the percentage of defective modules crosses 10% of the total supplied modules, irrespective of the replacements / rectification done for the defective modules.

\*Defective Modules: Modules found defective/damaged during the random physical/visual inspection or not having all weather worthy packing or improper palletizing.

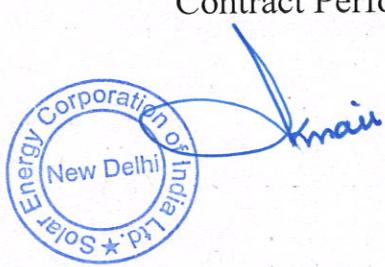


In case of non-availability of same rating/wattage as of the defective PV Modules, bidder can supply higher power rating/wattage modules of the same physical dimensions for replacement. The period of replacement of defective modules shall be decided by Engineer-in-charge based on the number of failed modules and availability of mandatory spares at site.

- (iv) Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Form F-17, Section - VI, Sample Forms and Formats of Tender documents or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder.

However, in exceptional situations which warrant for the Bank Guarantees from Banks other than the Nationalized Indian banks or list of banks under clause 25.4 above, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

- (v) In case of default or failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the cancellation of the award and forfeiture of the EMD, if applicable.
- (vi) The Contract Performance Security has to cover the entire contract value including extra supplies/ services also. As long as the Contract Performance Security submitted at the time of award takes care of the extra supplies/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value exceeds the ceiling of awarded contract price by more than 0.5%, the Supplier shall furnish additional Contract Performance Security on proportionate basis of the percentage as defined in the Special Purchase Conditions (SPC) for the additional amount in excess to the original contract value.
- (vii) Further, any delay beyond 30 (Thirty) days in the submission of performance security shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly.



Owner at its sole discretion may cancel the Contract & forfeit 100% of EMD if applicable in case Contract Performance Security is not submitted within 45 (Forty-five) days from issuance of Contract. However, total project completion period shall remain same. Part Security shall not be accepted.

- (viii) If the Supplier/ Sub-Supplier or their employees or the Supplier's agents and representatives shall damage, break, deface or destroy any property belonging to the Owner or others during the execution of the Contract, the same shall be made good by the Supplier at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the Supplier (for which the certificate of the Engineer-in-Charge shall be final).
- (ix) All compensation or other sums of money payable by the Supplier to the Owner under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Supplier by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Supplier shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by encashment of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.
- (x) Contract Performance Security submitted shall be released to the Supplier without any interest not later than 75 (Seventy-Five) days after the successful completion of the entire supply subject to the approval and acceptance of the quality checks and deliverables.

### **3. LIQUIDATED DAMAGES (LD)**

- (a) Subject to Force Majeure Clause, if the Supplier fails to comply with the Time of Supply or any extension thereof in accordance with timelines as mentioned under the SPC, then the Supplier shall pay to the Owner a sum equivalent to half percent (0.5%) per week of the unexecuted value of the contract Price (corresponding to the undelivered supply) 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 supplies. 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 Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the Supply, or from any other of his obligations and liabilities under the Contract. Once the maximum limit is reached, Owner may consider the termination of contract and/or shall have the discretion of getting executed the supply from the Supplier with the maximum limit of Liquidated damages. Any such recovery on account of the Liquidated damages can be done from the running bills of the Supplier 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 supply executed from elsewhere at the risk and cost of the Supplier 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 Supplier irrespective of maximum limit prescribed under Clause 3(a).
- (c) The Owner may by giving (01) one-month notice to the Supplier 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 Supplier.

#### **4. REPEAT ORDER**

- a) Owner reserves the right to place a repeat order up to an additional quantity of 100% (Hundred percentage) of the respective awarded PV Module package capacity on the same price, terms, and conditions of the original contract, by providing suitable extension in delivery period for the additional repeat order quantity. The provision of such additional requirement of supply upto 100% on repeat order basis will be done on mutual agreement basis & the award of such repeated order will be done maximum within 06 months of the original awarded capacity.



*xma*



- b) The size of such repeat order will be in the lot size of 100 MWp only. However, at times there may be the requirement of residual MWp capacities also, based on the actual requirement of the project and the same will be placed on pro rata basis. Ex.: In case of 160 MWp requirement, 100 MWp lot size + 60 MWp calculated on pro rata basis (price, terms & conditions) will be ordered on repeat basis.
- c) For the case of Repeat Order as mentioned above, the bidder must qualify the mandatory General, Technical and Financial QR (based on original tender date) as laid down in Annexure to BDS section of the tender document for the repeat order quantity. Such Qualification Requirements will be over and above the QR met by the bidder during the initial stage of bid submission for the original quantity. Bidder must also submit PBG for the repeat order quantity. Such QR and PBG will be calculated on pro rata basis in line with the QR stated in the Annexure to BDS Section.
- d) The repeat order will be done on the L1 matched price on the basis of the Supplier's original ranking formed at the time of bidding, before the L1 matching process. Ex.: L1 will be first given the repeat order, then L2, then L3 and so on. In case of refusal of repeat order acceptance to the offered Supplier, the next rank Supplier will be offered the capacity and so on. In case all the lots are being secured by single Supplier only and he also accepts the repeat order then the capacity of repeat order will be exhausted their itself.

## **5. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES**



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

Notwithstanding anything contained contrary in GPC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers/ Suppliers/ 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 Owner's/ Owner's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the Supplier/ bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Owner, to such Vendors/ Suppliers/ Suppliers/ Bidders/ Consultants.

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

## **6. Representatives and Field Management & Controlling regarding delivery of supply**

### **6.1 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 Owner shall appoint and notify the Supplier in writing of the name of the Project Manager/ EIC. The Owner 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 Supplier without delay. The Owner 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 supply on the Facilities. The Project Manager/EIC shall represent and act for the Owner at all times during the currency of the Contract.

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

## 6.2 Hindrance Register

The Supplier 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.

## 7. FORCE MAJEURE

7.1. 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)},



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- 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.

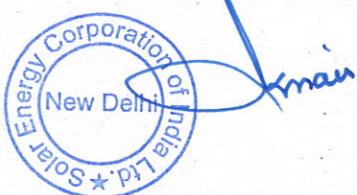
## 7.2 Force Majeure Exclusions

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 Supplier, sub-Supplier, 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 Supplier / Affected Party including any transport strikes not directly affecting the delivery of goods from manufacturer to site
- Insufficiency of finances or funds or the agreement becoming onerous to perform including any commercial hardships faced; 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

7.3 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.

7.4 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 Supplier 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.

- 7.5 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.
- 7.6 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.
- 7.7 If supply is suspended by Force Majeure conditions lasting for more than two months, the Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 7.8 The Supplier 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.
- 7.9 To the extent not prevented by force majeure event, the affected party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable

## **8. Termination of contract**

### **8.1 Termination for Owner's Convenience**

- 8.1.1 The Owner may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GPC Sub-Clause 26.1.



- 8.1.2 Upon receipt of the notice of termination under GPC Sub-Clause 26.1.1, the Supplier 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 Supplier's Equipment from the Site, repatriate the Supplier's and its SubSuppliers' 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 GPC Sub-Clause 26.1.3,
    - (i) deliver to the Owner the parts of the supplies executed by the Supplier up to the date of termination
    - (ii) to the extent legally possible, assign to the Owner all right, title and benefit of the Supplier 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 Supplier and its SubSuppliers; and
    - (iii) deliver to the Owner all non-proprietary drawings, specifications and other documents prepared by the Supplier or its SubSuppliers as at the date of termination in connection with the supplies.

- 8.1.3 In the event of termination of the Contract under GPC Sub-Clause 26.1.1, the Owner shall pay to the Supplier the following amounts:
- (a) the Contract Price, properly attributable to the supplies executed by the Supplier as of the date of termination
  - (b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the Site and in the repatriation of the Supplier's and its SubSuppliers' personnel



- (c) any amounts to be paid by the Supplier to its SubSuppliers in connection with the termination of any subcontracts, including any cancellation charges
- (d) costs incurred by the Supplier in protecting the supplies and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GPC Sub-Clause 26.1.2

## 8.2 Termination for Supplier's Default

- 8.2.1 Neither the Owner nor the Supplier 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 Supplier 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.
- 8.2.2 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 Supplier, referring to this GPC Sub-Clause 26.2:
  - (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier 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 Supplier takes or suffers any other analogous action in consequence of debt
  - (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GPC Clause 26.2.1.
  - (c) if the Supplier, in the judgment of the Owner has engaged in Fraud and Corruption in competing for or in executing the Contract.

### 8.2.3 If the Supplier

- (a) has abandoned or repudiated the Contract

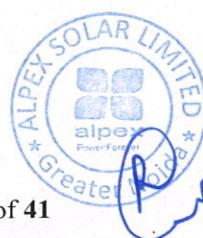


- (b) has without valid reason failed to commence supply on the supplies promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Owner to proceed
- (c) persistently fails to execute the Contract in accordance with 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 Supplier 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 Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier 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 Supplier that refers to this GPC Sub-Clause 26.2.

- 8.2.4 Upon receipt of the notice of termination under GPC Sub-Clauses 26.2.2 or 26.2.3, the Supplier 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 Supplier up to the date of termination
- (d) to the extent legally possible, assign to the Owner all right, title and benefit of the Supplier 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 Supplier and its SubSuppliers



- (e) deliver to the Owner all drawings, specifications and other documents prepared by the Supplier or its SubSuppliers as of the date of termination in connection with the supplies.
- 8.2.5 Subject to GPC Sub-Clause 26.2.7, the Supplier 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 GPC Sub-Clause 26.2.4. Any sums due the Owner from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.
- 8.2.6 If the Owner completes the supplies, the cost of completing the supplies by the Owner shall be determined.

If the sum that the Supplier is entitled to be paid, pursuant to GPC Sub-Clause 26.2.6, plus the reasonable costs incurred by the Owner in completing the supplies, exceeds the Contract Price, the Supplier shall be liable for such excess.

If such excess is greater than the sums due the Supplier under GPC Sub-Clause 26.2.6, the Supplier shall pay the balance to the Owner, and if such excess is less than the sums due the Supplier under GPC Sub-Clause 26.2.6, the Owner shall pay the balance to the Supplier.

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

## **9. Change in Laws and Regulations**

If, after the date seven (7) days prior to the date of Bid submission, any Law, Regulation, Ordinance, Order or Bye-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) that subsequently affects the costs and expenses of the Supplier 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 Supplier has



thereby been affected in the Performance of any of its obligations under the Contract. Supplier 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 Supplier and Bought out items (dispatched directly from sub vendor's supply to Site). These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Supplier.

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 on account of default of the supplier shall be solely to the Supplier's account and any such decrease shall be passed on to Owner.

The term Change in Law shall refer to the occurrence of any of the following events pertaining to this supply only after the date seven (7) days prior to the date of Bid submission, 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.

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 Supplier, or (iii) any change on account of regulatory measures by the Appropriate Commission.

## **10. Inspection of Supply**

10.1 The Engineer-in-Charge/Project Manager will have full power and authority to inspect the Supply at any time wherever in progress either on the Site or at the Supplier's premises/ workshops wherever situated, premises/ workshops of any person, firm or corporation where Supply in connection with the Contract may be in hand or where materials are being or are to be supplied, and the Supplier



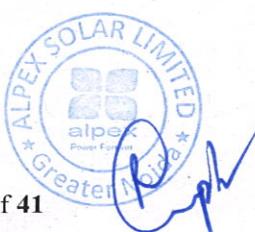
shall afford or procure for the Engineer-in-Charge/Project Manager every facility and assistance to carry out such inspection. The Supplier shall, at all times during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer-in-Charge/Project Manager or his representative to visit the Supply shall have been given to the Supplier, either himself be present or receive orders and instructions, or have a responsible representative duly accredited in writing, present for the purpose. Orders given to the Supplier's representative shall be considered to have the same force as if they had been given to the Supplier himself. The Supplier shall give not less than 15 (Fifteen) day notice in writing to the Engineer-in-Charge/Project Manager for carrying out the inspection, Domestic or Overseas) so as to reach out for the inspection by the concerned officials and/or measurement of any supply in order that the same may be inspected and measured. Owner at his own discretion may or may not attend the scheduled inspection calls as arranged by the Supplier on account of pre-occupation and other site exigencies.

In the event of breach of above the same shall be uncovered at Supplier's expense for carrying out such measurement or inspection.

10.2 The Supplier shall make available to the Engineer-in-Charge/Project Manager free of cost all necessary instruments and assistance in checking or setting out of Supply and in the checking of any Supply made by the Supplier for the purpose of setting out and taking measurements of Supply.

10.3 All materials shall be inspected as per provisions of Technical Specification. For all cases where pre-dispatch inspection is stipulated, materials shall be inspected prior to dispatch by an authorized representative of Owner for which an advance notice of 15 days shall be given by the supplier. In such cases no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing to the supplier. In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished along with despatch documents.

## **11. Replacement of Defective Parts And Materials**



If during the progress of the Supply, Owner shall decide and inform in writing to the Supplier, that the Supplier has manufactured any supplies or part of the supplies unsound or imperfect or has furnished supplies inferior to the quality specified, the Supplier on receiving details of such defects or deficiencies shall at his own expenses within 07 (Seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such supply and furnish fresh equipment's up to the standards of the specifications.

In case the Supplier fails to do so, Owner may on giving the Supplier 07 (Seven) day notice in writing of his intentions to do so, proceed to remove the portion of the Supply so complained of and at the cost of Supplier's, perform all such supply or furnish all such equipment's provided that nothing in the clause shall be deemed to deprive the Owner of or affect any rights under the Contract, the Owner may otherwise have in respect of such defects and deficiencies.

**Removal of rejected goods and replacement:** If upon delivery, whether inspected and approved earlier or otherwise, the Solar PV Module is not in conformity with the specifications, the same shall be rejected by the Owner or his duly authorised representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site.

The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Owner shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Supplier.

## **12. 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.

### **13. Arbitration**

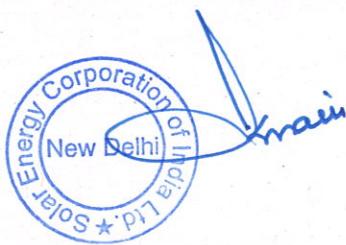
#### **a. Settlement of Dispute**

- 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.



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- 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 Main contract for 120 days thereafter.

#### **14. Jurisdiction**

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.



## **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.

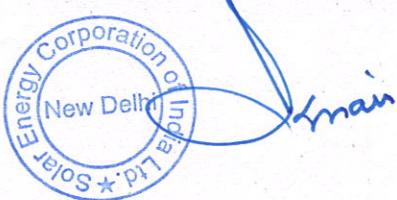
A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

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/ Supplier/ 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 Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the 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 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 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)/ 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 Supplier on account of work already executed by him shall be payable to the Supplier and this amount shall be subject to adjustment against any amounts due from the Supplier 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, the agency shall be banned for future business with 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.

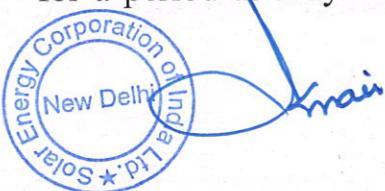
**(iii) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period**

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 Owner for a period specified in para B 2.2 below from the date of issue of banning order.

Nothing mentioned hereinabove restricts the right of the Owner to initiate action under the law of the land for the time being in force.

### **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 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/ Supplier 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/ Supplier/ 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 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 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.

The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.



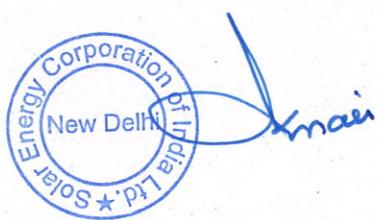
## APPENDIX – 2

### **1. TIME SCHEDULE**

The Time for Completion for the entire **97.5 MWp (DC) Solar PV Module Package** in total shall be 9 (Nine) Months from the Date of the signing of Purchase Order.

PV Modules including Mandatory Spares under the award shall be supplied by the supplier in staggered deliveries during the mentioned delivery window of 9 months. However, it is preferred that the Module deliveries are made starting October 2025 till Jan 2026, with the completion of entire deliveries by Jan 2026.

S. No.	Stage	Reference from D
1	Date of Signing of Purchase Order	Zero Date (D)
2	Submission of Drawing and Test Certificates	D + 10 days
3	Submission of PAN File	D + 20 days
4	Manufacturing Clearance	D + 30 days
5	Supplies at site	D + 270 days



## APPENDIX – 3

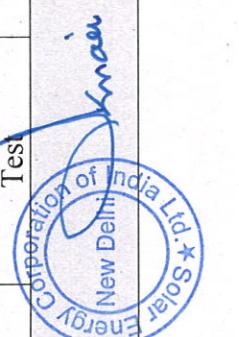
### **1. SCHEDULE OF DETAILED PRICE BREAK-UP**

Under this Contract, the Owner hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations hereunder. The Contract Price shall be the aggregate of **INR 210,70,60,312.50** (**Indian Rupees Two Hundred Ten Crores, Seventy Lakhs, Sixty Thousand, Three Hundred Twelve and Fifty 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. Module Package for CPSU 400 MWp

Item	Description	Unit	Package Capacity	Unit Ex works Price (INR/MWp)	Total Ex works Price excluding GST (INR)	Total value of Applicable GST (in figures)	% of GST applied (Ex 5%, 18% etc)	Total Ex works Price including GST (INR)		
		1	2	3	4	5	6=4*5	7=6*GST%	8	9=6+7
<b>A - MAIN EQUIPMENT</b>										
A	Solar Photovoltaic (SPV) Module including Type Test	MWp	97.5	18689199.08	1822196910	218663629.3	12%	2,04,08,60,539.72		
<b>B - MANDATORY SPARES</b>										
B	Mandatory Spares @ 0.5% of the offered:	MWp	0.4875	18689199.08	9110984.552	1093318.146	12%	1,02,04,302.70		
<b>Grand Total (A+B)</b>										
  <b>2,05,10,64,842.42</b>										

**Schedule No. 2. Freight & Testing Services for Module Package for CPSU 400 MWp**

Sl. No.	Description of Item	Package Capacity	Distance of Supplier Works from Ramagiri Site (in Kms)	Price		Goods & Service Tax (GST) in absolute figures	% (Percentage) of Goods & Service Tax (GST) considered	Total Price including GST
				Unit Freight Charges (INR/MWp/Km)	Total Charges (INR)			
1	2	3	4	5	6=3*4*5	7	8	9 = 6+7
<b>A - INSTALLATION &amp; OTHER SERVICES</b>								
1	Packing & Forwarding, Freight & Insurance including Loading, Unloading & Handling at Site	97.5	2000	256.389515	49995955.43	5999514.652	12%	5,59,95,470.08
<b>Grand Total A (Freight &amp; Testing Charges)</b>								<b>5,59,95,470.08</b>

**SCHEDULE NO 3/ SCHEDULE OF RATES [SOR-3] - GRAND TOTAL SUMMARY**

Total Price of Schedule No 1/SOR 1	2,05,10,64,842.42
Total Price of Schedule No 2/SOR 2	5,59,95,470.08
<b>Total Value of SOR 1 &amp; SOR 2 = SOR 3</b>	<b>2,10,70,60,312.50</b>

