

NICDC - NSPL

NICDC Neemrana Solar Power Limited

Invitation to Bid

**“SUPPLYING & LAYING OF 400 MTR UNDERGROUND 33KV HT CABLE FOR
5MW SOLAR POWER PLANT”**

AT

NEEMRANA INDUSTRIAL PARK, JAPANESE ZONE, NEEMRANA, RAJASTHAN

REQUEST FOR QUALIFICATION

Cum

REQUEST FOR PROPOSAL

September, 2022

**NICDC NEEMRANA SOLAR POWER LTD
8th Floor, Tower-I, Jeevan Bharti Building,
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NOTICE INVITING REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL

**NICDC - NSPL
NICDC Neemrana Solar Power Limited
INVITATION TO BID**

“SUPPLYING & LAYING OF 400 MTR UNDERGROUND 33KV HT CABLE FOR 5MW SOLAR POWER PLANT OF NICDC NEEMRANA SOLAR POWER LTD.” AT NEEMRANA INDUSTRIAL PARK, JAPANESE ZONE, NEEMRANA, RAJASTHAN

Date: month xx, 2022

NICDC Neemrana Solar Power Limited (NICDC-NSPL) invites “Request for Qualification Cum Request for Proposal” (RFQ cum RFP) from interested bidders for Supplying & Laying of 400 Mtr Underground 33KV HT Cable for 5MW Solar Power Plant of NICDC Neemrana Solar Power Ltd at Neemrana, District-Alwar (Rajasthan)

Tender is invited by NICDC Neemrana Solar Power Limited for Supplying & Laying of 400 Mtr Underground 33KV HT Cable for 5MW Solar Power Plant of NICDC Neemrana Solar Power Ltd. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RfQ cum RfP document uploaded on the website: www.nicdc.in or from GeM Portal (<https://gem.gov.in/>).

Key Details:

Name of works	Supplying & Laying of 400 Mtr Underground 33KV HT Cable for 5MW Solar Power Plant of NICDC Neemrana Solar Power Ltd (NNSPL) at Neemrana, District- Alwar (Rajasthan)
Estimated Cost	Rs 17.70 Lakhs inclusive of all taxes
Completion period of the Work	1 Month
Defect Liability Period	6 months
Bid Validity	60 Days
Bid Security amount	Rs. 30,000/-
Bid Processing Fees	NIL
Availability of Bid on GeM	16-09-2022
Last date of Seeking Clarification	30-09-2022 up to 5 PM
Pre-bid Meeting (Online)	03-10-2022 at 11 AM
Date & time of Submission of Tender on GeM Portal	18-10-2022 at 11:30 AM
Submissions must be addressed to:	NICDC Neemrana Solar Power Limited 8th Floor, Jeevan Bharti Building, Tower-1, Connaught Place, New Delhi-110001 Tel: +91 11 23317884-8 CIN: U40300DL2014PLC266439 Email: contactus@nicdc.in , tenders@nicdc.in

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RFQ cum RFP for Supplying & Laying of 400 Mtr Underground 33KV HT Cable for 5MW Solar Power Plant of
NICDC Neemrana Solar Power Ltd at Neemrana

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Section 1. Disclaimer

1. This REQUEST FOR QUALIFICATION (herein after called as RFQ) cum REQUEST FOR PROPOSAL (herein after called as RFP) document is neither an agreement nor an offer by the NICDC Neemrana Solar Power Limited (NICDC- NSPL) to the prospective Bidders or any other person. The purpose of this RFQ cum RFP is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this RFQ cum RFP.
2. NICDC - NSPL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ cum RFP document and it is not possible for NICDC - NSPL to consider particular needs of each party who reads or uses this RFQ cum RFP document. This RFQ cum RFP includes statements which reflect various assumptions and assessments arrived at by NICDC - NSPL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP document and obtain independent advice from appropriate sources.
3. NICDC - NSPL will not have any liability to any prospective Bidding Company / Firm - or any other person including natural and artificial under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP document, any matter deemed to form part of this RFQ cum RFP document, the award of the Project, the information and any other information supplied by or on behalf of NICDC-NSPL or their employees, any consultants or otherwise arising in any way from the selection process for the Project. NICDC-NSPL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFQ cum RFP.
4. NICDC-NSPL will not be responsible for any delay in receiving the Bids. The issue of this RFQ cum RFP does not imply that NICDC-NSPL is bound to select the Bidder or to appoint the -Contractor, as the case may be, for the Project and NICDC-NSPL reserves all the right and have discretionary powers to accept/reject any or all of Bids submitted in response to this RFQ cum RFP document at any stage without assigning any reasons and without any justification. NICDC - NSPL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ cum RFP document.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NICDC - NSPL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. NICDC - NSPL reserves all the rights and power to change / modify / amend any or all provisions of this RFQ cum RFP document. Such revisions to the RFQ cum RFP / amended RFQ cum RFP will be made available on the website of NICDC - NSPL.

Section 2. Letter of Invitation

New Delhi

Date: Month XX, 2022

1. Introduction

Government of India (Ministry of Commerce & Industry) in association with the Government of Japan has set up a Demonstration Model Solar Power Project at Neemrana, Rajasthan using cutting edge Japanese technology. The project has been implemented in partnership with Government of Japan, wherein the solar panels and equipment -has been procured from Japanese companies namely Hitachi, Kyocera, Sharp, Solar Frontier, Kaneka, etc.

The solar power project is spread over an area of 36 acres of land allocated by the RIICO in the Japanese Zone, Neemrana, District Alwar in Rajasthan state. Out of 6MW of generated power, 5MW is fed - directly to the state grid and solar power sale to NTPC Vidyut Vyapar Nigam Ltd while 1MW is given to Japanese company Toyoda Gosei Minda India (P.) Ltd; as a third-party sale through open access under Rajasthan Solar Energy Policy 2019.

The detailed scope of services is provided under the Terms of Reference.

2. Objectives

The main objective of this RFQ cum RFP is to engage a qualified and experienced EPC contractor to carry out all works related to supplying & laying of 400 Mtr Underground 33KV HT Cable for 5MW Solar Power Plant of NICDC Neemrana Solar Power Ltd (NNSPL) at Neemrana, Alwar (Rajasthan). The EPC Contractor - will be selected based on qualification, experience in carrying out similar works and bid price.

3. The RFQ cum RFP includes the following documents:

- SECTION 1: Disclaimer
- SECTION 2: Letter of Invitation
- SECTION 3: Instructions to Bidders
- SECTION 4: Standard Bid Forms
- SECTION 5: Terms of Reference
- SECTION 6: Detailed Scope of Works
- SECTION 7: General Conditions of Contract
- SECTION 8: Annexures

All clarifications/ corrigenda will be published only on the Client's website. The official website for accessing the information related to this RFQ CUM RFP is: <https://gem.gov.in/> and www.nicdc.in (the "Official Website").

Yours sincerely,

Managing Director
NICDC Neemrana Solar Power Limited

Section 3. Instructions to Bidders

3.1 Definitions

“Applicable Laws” means all laws, brought into force and effect by GOI or the State Governments of various States, including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the parties hereunder, as may be in force and effect during the subsistence of this Contract.

The Applicants shall submit their proposals in Hard copy of Bid proposal at the client’s address on or before due date.

“**Approved / Approval**” shall mean and include approved/approval accorded by the Competent Authority.

“**Associate**” shall mean a person who controls, is controlled by, or is under the common control with such Bidder.

“**Bid**” shall mean the Qualification Bid, Technical Bid and Financial Bid submitted by the Bidder, in response to Request for Qualification (RFQ) cum Request for Proposal (RFP).

“**Bidder**” shall mean Bidding Company or -Firm or any other person submitting the Bid.

“**Bidding Company**” shall mean a Company incorporated in India or outside India having it’s office in India, that has submitted the response in accordance with the provisions of this RFQ cum RFP;

“**Client**” shall mean NICDC Neemrana Solar Power Limited (NICDC -NSPL).

“**Company**” shall mean a body corporate defined as company and incorporated in India under the Companies Act, 1956 or Companies Act, 2013 or any other applicable statute.

“**Commissioning**” shall mean assuring all systems, sub-systems and components are designed, installed, tested, operated, and maintained according to the operational requirements of the client.

“**Contract**” shall mean the agreement signed between successful / selected Bidder and the Client towards successful completion for supplying & laying of 400 Mtr Underground 33KV HT Cable for 5MW Solar Power Project at Neemrana Industrial Park, Japanese Zone, Neemrana, District Alwar, Rajasthan

“**Contractor**” shall mean the Company / Selected Bidder who is responsible for supplying & laying of 400 Mtr Underground 33KV HT Cable for 5MW Solar Power Project at Neemrana Industrial Park, Japanese Zone, Neemrana, District Alwar, Rajasthan.

“**Fraudulent Practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts or intentional use of deceit, a trick or some dishonest means to influence the Selection Process;

“**JVVNL**” shall mean Jaipur Vidyut Vitran Nigam Limited

“**RRVNL**” shall mean Rajasthan Rajya Vidyut Prasaran Nigam Limited

“**Letter of Award**” or “**LoA**” shall mean a letter issued by NICDC Neemrana Solar Power Limited to the selected Bidder for the award of the EPC work.

“**Selected Bidder / Successful Bidder**” shall mean the Bidder selected pursuant to this RFQ cum RFP to execute the complete works as detailed under scope of work.

“**Selection Process**” shall mean the whole process of selection of Bidder, which includes the single stage bidding process and all other relevant work as per RFQ cum RFP.

“**Terms of Reference or TOR**” shall mean the scope of work towards complete work for supplying & laying of 400 Mtr Underground 33KV HT Cable for 5MW Solar Power Plant at Neemrana, District Alwar, Rajasthan as specified in Section 5 and detailed out in Section 6.

3.2 Introduction

- 3.2.1 The Client will select a Bidder, in accordance with the method of selection specified in this document. Bidders are advised that the selection of Bidder shall be on the basis of an evaluation by Client through the selection process specified in this RFQ cum RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that **NICDC - NSPL’s decisions are without any right of appeal whatsoever.**
- 3.2.2 The Bidders are invited to submit Qualification, Technical and Financial Bids (collectively called as “the Bid”), for all the Works required for the project. The Bidder shall be responsible to carry out the works as detailed under Terms of Reference.
- 3.2.3 **Joint Venture / Consortiums shall not be considered as eligible bidders.**
- 3.2.4 The Bidder shall submit the Bid in the form and manner specified in this RFQ cum RFP. The Bid shall be submitted as per the forms given in relevant sections herewith.
- 3.2.5 The Client will timely provide, at no cost to the Bidder, the inputs and facilities required to carry out the services, and provide relevant project data and reports related to the Project available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data / information provided under the RFQ cum RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Bidders towards preparation of their Bids. The Bidders are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data / information furnished or to be provided later by the Client.

- 3.2.6 Bidders shall bear all costs associated with the preparation and submission of their bids, and their participation in the Selection Process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Bid. The Client is not bound to accept any Bid, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 3.2.7 The Bid shall be valid for a period of not less than 60 days from the date specified for submission of BID.
- 3.2.8 The duration of the Contract shall be 7 months including six (6) month Defect Liability Period.
- 3.2.9 A bid security in the form of a Demand Draft/Online Transfer/BG, from a scheduled Indian Bank in favour of 'NICDC Neemrana Solar Power Limited' payable at New Delhi, for the sum of **Rs 30,000/- (Rupees Thirty Thousand Only)** shall be required to be submitted by each Bidder. ("Bid Security").

The scanned copy of the bid security/transfer details shall be submitted online at the time of submission of bid proposals. The hard copy of the bid security in the form of Bank Guarantee shall be submitted at the Client's office before last date of submission of proposals. Bidders whose bid security is not received by the Client before the last date of submission, their proposals will be rejected.

The details for online transfer of bid security are as under:

Account Name: **NICDC Neemrana Solar Power Limited**
Bank Name: **Central Bank of India**
Account Number: **3406991771**
IFSC Code: **CBIN0280298**
Branch Name: **Ashoka Hotel, Chanakyapuri, New Delhi**

- 3.2.10 Bid Processing Fees has been exempted as per Guidelines of GeM

3.2.11 Exemption of Fees for MSMEs

The exemption from payment of earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) will be as per the Public Procurement Policy notified by Ministry of Micro, Small and Medium Enterprises, Govt. of India and Rule 153 of GFR 2017.

3.2.12 Brief Description of the Selection Process:

The Client has adopted a Two Stage-Two envelope bidding process for evaluating the bids comprising Request for Qualification (RFQ) which includes Qualification Requirement & Clause by Clause Compliance to the technical requirements/scope of works. Request for Proposal (RFP) includes financial bid which comprises of final & firm quoted price.

3.2.13 Right to reject any or all Bids:

1. Notwithstanding anything contained in this RFQ cum RFP, the Client reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
2. Without prejudice to the generality of above, the Client reserves the right to reject any Bid if:
 - a) at any time, any misrepresentation is made or discovered, or
 - b) the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Bid.
3. Such misrepresentation / improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Financial Bids have been opened and the L-1 Bidder gets disqualified / rejected, then the Client reserves the right to consider the next – Bidder (L-2) on L-1 rate, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

3.2.14 Acknowledgement by the Bidder

1. It shall be deemed that by submitting the Bid, the Bidder has:
 - a) made a complete and careful examination of the RFQ cum RFP;
 - b) received all relevant information requested from the Client;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP or furnished by or on behalf of the Client;
 - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed bid and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) Agreed to be bound by the undertaking provided by it under and in term hereof.
2. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

3.3 Clarification and amendment of RFQ cum RFP documents

Bidders may seek clarification on this RFQ cum RFP document, within 14 days of the date of issue of this RFQ cum RFP document in accordance to the format given at Appendix 02. Any request for clarification must be sent by standard electronic means (PDF and word file) -through email/ hard Copy to the Client's office within the specified timelines as specified above and addressed to:

The Managing Director,
NICDC Neemrana Solar Power Limited,
8th Floor, Jeevan Bharti Building, Tower-1,
Connaught Place, New Delhi-110001
Email address: mahesh.dmic@gmail.com ; govind@nicdc.in

3.4 Qualification Criteria

The Bidder shall meet the following technical and financial qualification requirements to qualify the Technical Bid, as stipulated below:

3.4.1 Technical Requirements

1. The Bidder should have carried out at work relating to laying of HT Cable in **last 5 Financial Years** preceding the bid due date.

All HT Electrical Works detailed in the Scope of Work shall be carried out by the Bidder holding a valid Class-A License. Bidder shall furnish the details of project executed such as (i) Project location & details of work carried out (ii) Customer details (iii) Valid Class-A Electrical License of the Bidder.

2. The bidder should have in the last **3 Financial Years** preceding the bid due date:
 - i) successfully completed at least 3 work relating to Laying of Underground HT Cable of not less than the amount equal to **40%** of the estimated cost; **OR**
 - ii) successfully completed at least 2 work relating to Laying of Underground HT Cable of not less than the amount equal to **50%** of the estimated cost; **OR**
 - iii) successfully completed at least 1 work relating to Laying of Underground HT Cable of not less than the amount equal to **80%** of the estimated cost

Bidder shall furnish the Work Completion Certificates issued by client and Work Order copies with details of Client, Project location, work carried out in accordance to the formats as per Section 4 to substantiate the above Technical Qualification Requirements.

3.4.2 Financial Requirements

1. The Bidder shall have an average Annual Turnover of Rs. 10 Lakh in last 3 years preceding last financial year ending 31st March.
2. The Bidders shall submit copies of their Audited Annual Report / Balance Sheets/ P&L account of last 03 financial years along with self-attested copies of PAN, GST certificate.

Bidder shall furnish the above information (Sl. No. 1 & 2) in accordance to the formats provided at Section 4 duly certified by the Statutory Auditor/Chartered Accountant of the company. The copies of Audited Annual Report / Balance Sheets/ P&L account shall also be invariably counter-signed by the Statutory Auditor/Chartered Accountant.

3.5 Preparation and Submission of Bid

3.5.1 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English translation shall prevail.

3.5.2 Bid Preparation

- i The Bidder shall provide all the information sought under this RFQ cum RFP in two separate envelopes. The Client will evaluate the RFQ first and only those bids that are received in the required formats and complete in all respects shall be considered for RFP. Incomplete and / or conditional bids shall be liable for rejection.
- ii The Bidder shall prepare one original set of the documents comprising the Bid (together with originals / copies of documents required to be submitted along therewith pursuant to this RFQ cum RFP) and clearly marked "ORIGINAL" and submit under relevant section on the GeM portal.
- iii The Bid and its copies shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialled by the person(s) signing the Bid.

3.6 Bid Evaluation

During the evaluation of the submitted Bids, the Client will determine whether each Bid is responsive to the requirements of the RFQ cum RFP. The Client may, in its sole discretion, reject any Bid that is not responsive hereunder. A Bid will be considered responsive at each stage only if:

RFQ

1. The Qualification Bid is received in the form specified in this RFQ cum RFP;
2. It is received by the Bid Due Date including any extension thereof in terms hereof;
3. It is accompanied by the following documents
 - (i) EMD and Tender Processing Fees as per the specified format and amount
 - (ii) It is signed and marked as stipulated in this RFQ cum RFP;
 - (iii) It does not contain any condition or qualification; and
 - (iv) It is not non-responsive in terms hereof.

RFP

Financial Bid:

1. The Financial Bid is received in the form specified in this RFQ cum RFP
2. It is received by the Bid Due Date including any extension thereof in terms hereof;
3. It does not contain any condition or qualification
4. It is signed and marked as stipulated in this RFQ cum RFP;

The NICDC Neemrana Solar Power Limited reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Bids. However, client reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. The Client will subsequently examine and evaluate Bids in accordance with the Selection Process detailed out below.

3.6.1 Bid Evaluation Criteria and Comparison of Bids:

- i The NICDC Neemrana Solar Power Limited will examine the bid to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bid is generally in order.
- ii Arithmetical errors will be rectified on the following basis. If there is discrepancy between word and figures, the amount in word will prevail. If the bidder/s do not accept the correction of the errors, such bids will be rejected.
- iii NICDC Neemrana Solar Power Limited will award Contract to the successful bidder whose bid has been determined to be the lowest evaluated bid after all correction / loading, if any. The bid shall be evaluated based on the total price quoted by bidder as detailed in the scope of works.

3.7 Award of Contract

After selection of the successful bidder, a Letter of Award (the "LOA") will be issued, in duplicate, by the Client to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Bidder to acknowledge the LOA, and the next highest-ranking Bidder may be considered.

3.8 Performance Security

Performance Security equivalent to 3% of the accepted Contract Amount shall be furnished by the successful bidder within 14 days of issuance of LOA from a Nationalised/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the format specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the contract (including Defect Liability period) by the Contractor and will be released 30 (Thirty) Days after the completion of the Defect Liability period.

3.9 Execution of contract

After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Bidder, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Bidder shall not be entitled to seek any deviation in the Agreement.

3.10 Commencement of Assignment

The Successful Bidder is expected to commence the Assignment on the date of Commencement of Services as prescribed in the Contract. If the Successful Bidder fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Bidder for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Bidder shall be liable to be forfeited by the Client.

3.11 Return of Bid Security

Client will not be liable to pay any interest on bid security deposits. Bid security of unsuccessful Bidders shall be returned, without any interest, within two months after signing of the contract with the Selected Bidder or when the selection process is cancelled by Client. The Selected Bidder's Bid Security shall be returned, without any interest upon the Bidder signing the contract and furnishing the Performance Security in accordance with provision of the RFQ cum RFP and contract.

3.12 Confidentiality

Information relating to evaluation of Bids and recommendations concerning awards of contract shall not be disclosed to the bidders who submitted the Bids or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

3.13 Miscellaneous

- 3.13.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process and for all disputes and differences whatsoever, which shall at any time hereafter arise between the Parties hereto, touching or concerning this Agreement or its interpretation or effect or to the rights, duties, obligations and liabilities of the Parties hereto or either of them under off by virtue of this Agreement or otherwise as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement, Courts at New Delhi shall have exclusive jurisdiction.
- 3.13.2 NICDC Neemrana Solar Power Limited, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
1. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 2. consult with any Bidder in order to receive clarification or further information;
 3. retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Bidder; and/or

4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 3.13.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases NICDC Neemrana Solar Power Limited its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
 - 3.13.4 Bidders shall submit their respective Bids after acquainting themselves with the Project site and ascertaining themselves with the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
 - 3.13.5 All documents and other information provided by NICDC Neemrana Solar Power Limited or submitted by the Bidder to NICDC Neemrana Solar Power Limited shall remain or become the property of Client. Bidders to treat all information as strictly confidential. NICDC Neemrana Solar Power Limited will not return any Bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the EPC Bidder to NICDC Neemrana Solar Power Limited in relation to the EPC services shall be the property of Client.
 - 3.13.6 NICDC Neemrana Solar Power Limited reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Section 4. Standard Bid Forms

- Form 4A: Letter Comprising the Technical Bid
- Form 4B: Bidder Information Sheet
- Form 4C: Threshold Technical Capacity
- Form 4D: Project Specific Experience
- Form 4E: Financial Capacity of the Bidder
- Form 4F: Letter Comprising the Financial Bid
- Form 4G: Financial Proposal of the Bidder

Form 4A: Letter Comprising the Technical Bid

(To be submitted on the Letter head of the Bidder)

[Location, Date]

To,

Managing Director
NICDC Neemrana Solar Power Limited,
8th Floor, Jeevan Bharti Building, Tower-1,
Connaught Place, New Delhi-110001

RFQ cum RFP dated [Date] for “Supplying & Laying of 400 Mtr Underground 33KV HT Cable for 5MW Solar Power Plant of NICDC Neemrana Solar Power Ltd” at Neemrana, District Alwar, Rajasthan

Dear Sir,

With reference to your RFQ cum RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Qualification Bid for selection as [name of project]. The Bid is unconditional and unqualified.

We are submitting our Bid as *sole bidder*.

We understand you are not bound to accept any Bid you receive.

Further:

1. We acknowledge that NICDC Neemrana Solar Power Limited will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder, and we certify that all information provided in the Bid and in the supporting documents are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Bidder for the aforesaid Project.
3. We shall make available to NICDC Neemrana Solar Power Limited any additional information it may deemed necessary or require for supplementing or authenticating the Bid.

4. We acknowledge the right of NICDC Neemrana Solar Power Limited to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We declare that:
 - a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by NICDC Neemrana Solar Power Limited;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NICDC or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - e) We declare that as on date neither our company is blacklisted or debarred, nor any action of deregistration has been taken against our company by any Government/Semi-Govt./Public Sector Undertaking/Municipal Corporation etc.
6. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidders.
7. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the works for the Project or which relates to a grave offence that outrages the moral sense of the community.
8. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that -we - have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
9. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NICDC Neemrana Solar Power Limited in connection with the selection of bidder or in connection with the selection process itself in respect of the above-mentioned Project.

10. We agree and understand that the bid is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the Bid for the Project is not awarded to us or our proposal is not opened or rejected.
11. We agree to keep this offer valid for 60 (Sixty Days) days from the Bidding Date specified in the RFQ cum RFP.
12. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by NICDC Neemrana Solar Power Limited or in respect of any matter arising out of or concerning or relating to the selection process including the award of EPC contract.
13. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Organisation:

Address:

(Name and seal of the Bidder)

Form 4B: Bidder Information Sheet

1. Details of Bidder:
 - a) Name of the Company:
 - b) Country of incorporation:
 - c) Address of the corporate headquarters and its branch office(s), if any, in India:

2. Details of individual(s) who will serve as the point of contact/ communication for the Client:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone number:
 - e) Mobile number:
 - f) E-mail address:
 - g) Fax Number:

3. Particulars of the Authorized Signatory of the Bidder:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone number:
 - e) Mobile number:
 - f) E-mail address:

4. Whether Bidder has experience in Laying of Underground HT cable in last 5 Financial years preceding the bid due date? If yes, attach copy of Client Certificates substantiating the same.

5. Whether Audited Turn-over Certificate of the Company issued by Statutory Auditor / Chartered Accountant in last 3 Financial Years from FY 2019-20 to FY 2021-22 has been attached?

6. Whether self-attested copies of PAN, GST certificate has been submitted?

Form 4C: Threshold Technical Capacity

(To be submitted on the Letter head of the Bidder)

Name of Client	Name of Project	Year of Completion\$	Payments received^ in Rs. for Eligible Projects*
(1)	(2)	(3)	(4)

\$ Year of completion should fall between last 5 Financial Years preceding the Bid Due Date

^ Payments received to be certified by Statutory Auditor / Chartered Accountant

**Eligible Projects: Works for laying of Underground HT cable*

Firm's Name:

Sign and Seal of Authorized Signatory:

Sign and Seal of Statutory Auditor / Chartered Accountant:

Form 4D: Project Specific Experience

(To be submitted on the Letter head of the Bidder)

[Using the format below, provide information on each project for which your firm was legally contracted for carrying out the supplying & laying of Underground HT cable to the ones requested under this project to satisfy the Qualification Criteria mentioned at Clause no. 3.4.1 (3)]

Project Name:	
Location of the Project:	
Name of the Client:	
Address of Client:	
Duration of project (months):	
Approx. value of the contract (in Rs):	
Whether the Project has been completed?	(Yes / No)
Date of Completion\$	
Whether Notarised Copy of the Experience Certificate has been attached? \$	(Yes / No)

\$ Year of completion should fall between last 5 Financial Years preceding the Bid Due Date

\$ Project Experience without the Client's Certificate will not be evaluated

Firm's Name:

Authorized Signatory with company Stamp:

Form 4E: Financial Capacity of the Bidder

(To be submitted on the Letter head of the Statutory Auditor)

S.No	Financial Years	Annual Turnover in Rs.
1	2021-2022	
2	2020-2021	
3	2019-2020	
	Average Annual Turnover	

Certificate from the Statutory Auditor

This is to certify that _____ [full name of company] [registered address] has the annual turnover as mentioned above in the respective financial years and the above data are correct and verified by us.

Name of Authorized Signatory:

Designation:

Name of firm:

Signature and Seal of the Statutory Auditor:

Instructions:

- 1. In case the Contractor does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.*
- 2. It is clarified that the contractors whose annual accounts have not yet been finalized for the financial year 2021-2022, they can submit the average annual turnover for the years 2020-2021, 2019-2020, 2018-2019 along with a certificate from the Statutory Auditor certifying that the accounts for FY 2021-2022 are yet to be finalized.*

Form 4F: Letter Comprising the Financial Bid

(To be submitted on the Letter head of the Bidder)

[Location]

[Date]

To,

The Managing Director,
NICDC Neemrana Solar Power Limited,
8th Floor, Jeevan Bharti Building, Tower-1,
Connaught Place, New Delhi-110001

Dear Sir,

Subject: Financial Bid for *[name of project]*.

We, the undersigned, offer to provide the work as per Detailed Scope of Work for *[name of project]* in accordance with your Request for Qualification cum Request for Proposal dated *[date]* and our Proposal. We are pleased to submit our financial bid as per the **Form 4G**

Our Financial bid shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the bid, i.e. *[date]*.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any bid you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

Form 4G: Financial Proposal of the Bidder

(To be submitted on the Letter head of the Bidder)

Item	Amount in figures (INR)	Amount in words
Supplying & laying of 400 Mtr Underground 33KV HT Cable for 5MW Solar Power Plant of NICDC Neemrana Solar Power Ltd		
Total cost of Financial Proposal (excluding GST & all other taxes)		
Total cost of Financial Proposal (including GST and all other taxes)		

GST would be payable at the applicable rates as may be in force from time to time.

Sign and Seal of the Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

Address:

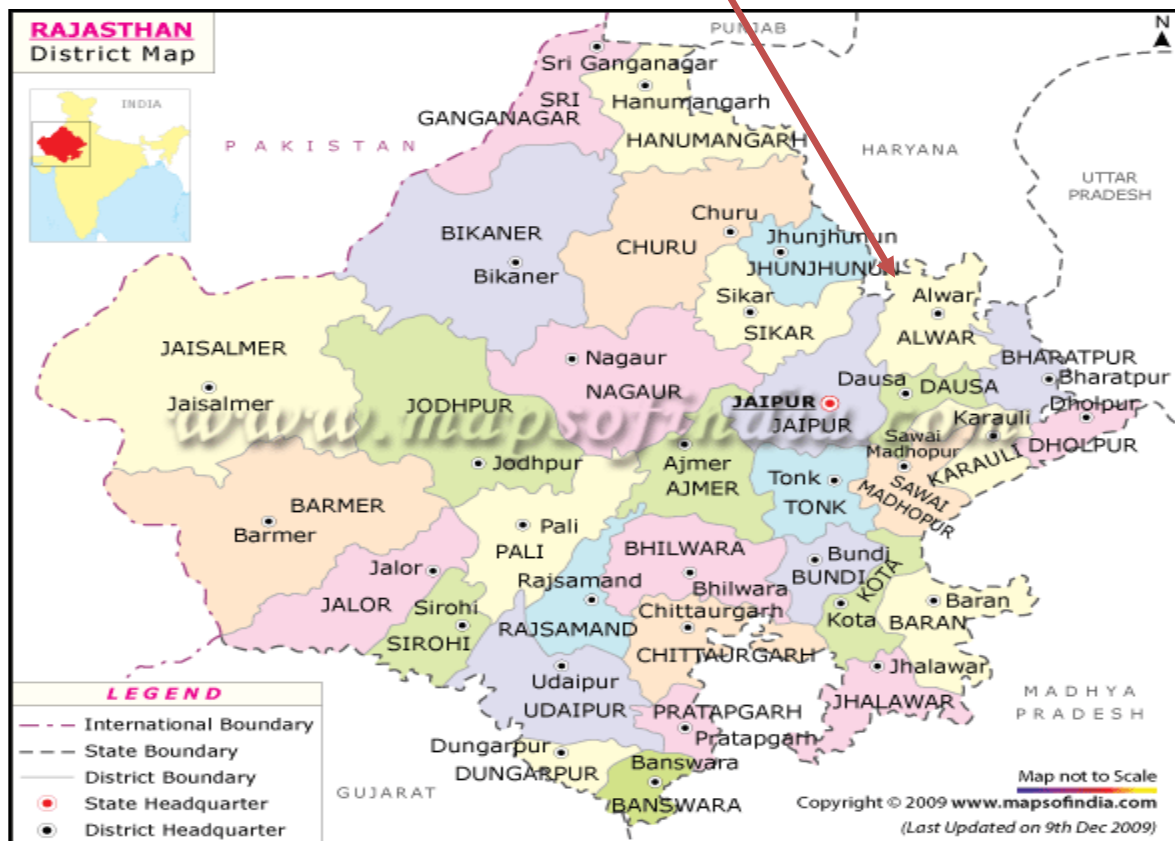
Section 5. Terms of Reference

5.1 Site Description

5.1.1 Location

- The 5 MW Solar Power Plant is located in Neemrana Industrial Park, RIICO, Japanese Zone, Neemrana, District: Alwar, Rajasthan, India.

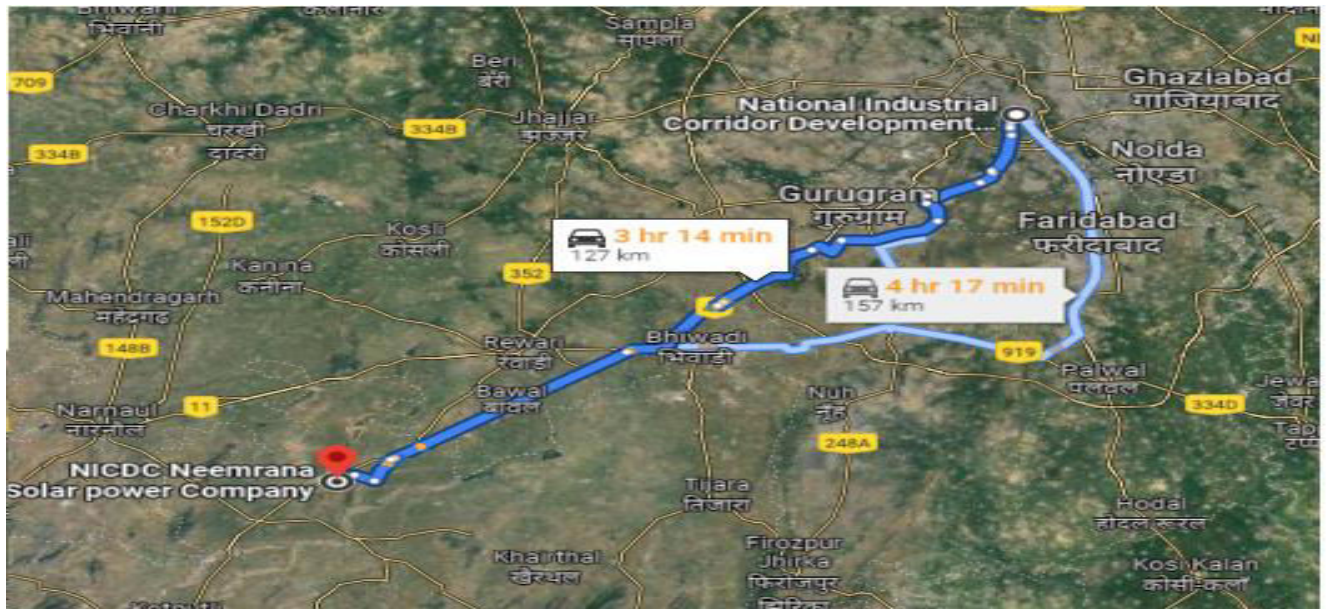
Neemrana Industrial Area,
Japanese Zone, Neemrana





LOCATION MAP OF 5 MW SOLAR PLANT OF NNSPL

The above showing satellite image of location and below showing the Google map location of the NNSPL 5MW Solar Plant at Neemrana



Section 6. Detailed Scope of Works

6.1 Work related to complete activities

This proposal describes the Supplying & laying of 400 Mtr Underground 33KV HT Cable at Neemrana Industrial Park, Japanese Zone, Neemrana, District Alwar, Rajasthan to be implemented for NNSPL 5MW Solar Plant.

6.2 Work Completion Schedule

The scope of works at clause 6.1 shall be completed by the appointed EPC Contractor within 1 month from the date of commencement of the Assignment.

6.3 Scope Matrix

Sr. No.	Description	Unit	Qty
1.	Supply of 3 core 240sqmm 33kV aluminium Armoured HT cable	Meter	400
2.	Laying of 3 core 240sqmm 33kV aluminium Armoured HT cable as per Discom standards	Meter	400
3.	HT cable Trench Excavation as per Discom standards	Meter	400
4.	Supply of material for cable i.e. Bricks, Mouram, Sand etc.	Meter	400
5.	Supply and Installation of straight through Joint HT kit for 240 sqmm HT cable	No.	1
6.	Supply and installation of Heat Shrinkable End Termination kit for 240 sqmm HT cable.	No.	1
7.	Supply and installation of cable route Marker upto 220KV RRVPNL Grid	No.	15
8.	Testing of Insulation of 33KV HT Cable through Digital Meggar from Solar Plant switchyard to 220 KV RRVPNL GSS.	No	1
9.	4 Mtr Pole (5*50*5 mm) steel Iron Fabrication	No.	1
10.	Obtaining necessary permissions and liasioning with JVVNL/RRVPNL	As per requirement	As per requirement

Approved Make for HT Cable: Havells, KEI, RPG, Finolex

6.3 Warranty/Defect Liability Period:

The Contractor shall be responsible for all the Defects and deficiencies, including usual wear and tear in the Project Works or any Section thereof, till the expiry of a period of **6 (Six Months)** commencing from the date of issuance of Completion Certificate (the "Defects Liability Period"). For the avoidance of doubt, any repairs or restoration on account of usual wear or tear in the Project Works or any Section thereof shall form a part of the DLP obligations of the Contractor.

6.4 Cost of Remedying Defects

For the avoidance of doubt, any repair or rectification or replacement of any/all units of project undertaken in accordance with the provisions of the contract, including any additional testing, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification and repair is attributable to:

- a) The design of the Project
- b) Plant, Materials or Workmanship not being in accordance with this agreement and the Specifications and Standards;
- c) Improper Maintenance during dismantling / construction of the Project Works by the Contractor; and
- d) Failure by the Contractor to comply with any other obligation under this agreement.

6.5 Estimated Tender Value: Rs 17.70 Lakhs (Rupees Seventeen Lakhs Seventy Thousand only) inclusive of all taxes.

Section 7. General Conditions of Contract

7.1 Obligations of the Contractor

7.1.1 General obligations

Subject to and on the terms and conditions of this Agreement, the Contractor shall undertake the survey, investigation, arrange parts, components, tools and tackles, labour & sub-Contractor as may be required for carrying out the scope of work mentioned in this document.

The Contractor shall comply with all applicable laws in the performance of its obligations under this Agreement.

The Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

The Contractor shall remedy without any additional cost, any defects associated with the scope of work undertaken by the Contractor during the defect liability period of **6 months**, except to the extent that any such loss or damage shall have arisen on account of any or on account of a Force Majeure Event.

The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works of erection and commissioning as detailed under the scope.

7.1.2 Electricity, Water and Other Services

The Contractor shall be responsible for arrangements of power supply, water that it may require.

7.1.3 Contractor's Personnel

The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice.

7.1.4 Labour and Personnel

The Contractor shall make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing feeding and transport Contractor shall provide all labour and personnel required in connection with Work and shall be liable for all risks on account of their safety security, accidents both physically and monetarily and the Contractor hereby indemnifies the NICDC-NSPL for any loss and / or damages sustained by the NICDC-NSPL in that regard.

7.1.5 Labour Laws

The Contractor shall comply with and shall ensure that he comply with all the relevant labour laws applicable to his employees and shall duly pay and afford and cause to pay and afford to them all their legal rights. The Contractor shall require all such employees to obey all Applicable Laws and regulations concerning safety at Work. Contractor shall be responsible for all labour relation matters relating to the Work or Supply of Goods and shall at all times use its best efforts to maintain harmony among the personnel employed in connection with the Work or supply of Goods by the Contractor and shall enter into all necessary labour agreements with such personnel. Contractor shall at all times comply with all Applicable Permits and Applicable Laws relating to employment including but not limited to Contract labour regulations, Workmen Compensation Act, Employee State Insurance and Provident Fund regulations, retrenchment Compensation etc. and labour welfare and use its best efforts and judgment as an experienced Contractor to adopt and implement policies and practices to avoid Work stoppages, slowdowns, disputes, strikes, lockouts and other labour strife and disagreement.

7.1.6 Transporting, Storage, Covering and Handling of Plant

All the activities such as transportation, storage, covering, loading, unloading and handling etc.in carrying out the scope of work under this contract shall be in the scope of Contractor only. NICDC-NSPL shall not be responsible for any acts, results and effect arising thereof.

7.1.7 Work and Safety Regulations

The Contractor shall ensure proper safety of all the workmen, materials and equipment's belonging to him or to NICDC-NSPL, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the NICDC-NSPL, as he may deem necessary.

All equipment used in construction and erection by Contractor shall meet Indian and International Standards of safety and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment's shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation manual and safety instructions and as per Guidelines and Rules of the NICDC-NSPL in this regard.

In case any accident occurs during the construction / erection or either associated activities undertaken by the Contractor thereby causing any minor, major or fatal injuries to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the NICDC-NSPL in prescribed form and also to all the authorities envisaged under the Applicable Laws.

The Contractor shall follow-up the regulatory procedures with the statutory authorities till the final settlement of the accident formalities, payment of compensation to the personnel affected / injured / deceased in the accident and shall also ensure the treatment to be made available to the affected / injured personnel.

In case of failure of the Contractor to complete all the relevant and legal formalities resulting out of the accident, NICDC-NSPL reserves the right to complete all the relevant and legal formalities including payment of the compensation amounts to the affected personnel recover the cost from the Contractor.

7.1.8 Contractor's Insurance Obligations

- The Contractor shall be responsible for taking insurance cover under the Workmen's Compensation Act for the staff and labour force engaged by him for execution of the contract.
- All accidents occurring at site during the tenure of the contract period shall be reported by the Contractor to the client and relevant authorities and shall also disburse the compensation due to the personnel under the Rajasthan State Labour Act and as directed by the Department of Labour, Govt. of Rajasthan to the Govt. of Rajasthan / Directorate of Health & Safety, Govt. of Rajasthan.
- In case of failure of the Contractor to disburse such compensation as due to be payable to the staff / labour, the client shall have the right to disburse such compensation amounts on behalf of the Contractor and recover such amounts from the claims of the Contractor related to the subject contract.
- All insurance premiums to be paid for the insurance covers during the tenure of the contract period shall be borne by the Contractor.

7.2 Obligations of Client

7.2.1 Obligations of NICDC-NSPL

NICDC-NSPL shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

7.2.2 Access and Right to Use of the Site

The NICDC- NSPL shall grant the Contractor right of access to, and make available the Site to the Contractor in accordance with the terms of the NICDC-NSPL's property rights at the time of execution of this Agreement. Such right and use of the site may not be exclusive to the Contractor, in the execution of the Works, no persons other than the Contractor or his duly appointed authorized representative and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the NICDC- NSPL.

7.2.3 Notice to Proceed

NICDC-NSPL will issue after the successful Contractor furnishes a) the Experience Certificate b) Letter of Acceptance c) initialled copies of bid documents.

7.2.4 NICDC-NSPL's Other Obligations

NICDC-NSPL shall also obtain and maintain insurance as it may be required by them in addition to that provided by Contractor.

7.3 Performance Security

7.3.1 Performance Security

The Contractor shall, for the performance of its obligations hereunder during the Construction Period, provide to the NICDC-NSPL, within 14 (ten) days of the date of LOA, an irrevocable and unconditional guarantee from a Bank in the form set forth in Annexure 1 (the "Performance Security") for an amount equal to 3% (Three percent) of the Contract Price. The Performance Security shall be valid till 30 (Thirty) days beyond the Defect Liability period and shall be released to the Contractor on submission of the written request to the Client. Until such time the Performance Security is provided by the Selected Bidder pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect.

7.3.2 Appropriation of Performance of Security

Upon occurrence of a Contractor's Default, the NICDC-NSPL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default.

7.4 Completion Certificate

7.4.1 Final Acceptance Certificate (FAC)

Upon completion of all works, the **NICDC-NSPL** determining the Testing & Commissioning to be successful as per the criteria given below, shall forthwith issue to the Contractor, a certificate (the "**Final Acceptance Certificate - FAC**").

PERFORMANCE ACCEPTANCE CRITERIA:

Trial operation of the plant shall be carried out over 3 days and the Performance Ratio (PR) shall be calculated. If the PR is in the range of 75%-80% the plant performance shall be deemed to be successful. If the PR is lower, then the cause shall be investigated and rectified.

7.5 Change of Scope

The NICDC-NSPL may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications / alterations to the Works ("**Change of Scope**") before the issue of the Completion Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost. Any such Change of Scope (subject to a

maximum of 10% of Contract Value) shall be made and valued in accordance with the prudent industry norms.

7.6 Payments

7.6.1 Contract Price:

The Contract Price for the entire scope of Work and supplies is fixed, on lump sum basis and will remain firm throughout the Contract Period. The Contract price is not subject to any escalation and variation in price except as otherwise mentioned in the RfP.

Contract price agreed is Inclusive of all taxes, duties, levy etc. including GST, as per applicable rates at the time of raising the Invoice.

The Turnkey contract is a lumpsum price contract and the payments will be released on completion particular stage / deliverable.

NICDC-NSPL shall carry out necessary deductions on account of statutory taxes, TDS, WCT, Labour cess etc., as per the applicable laws and rates from the bill of Contractor.

7.6.2 Terms of Payment

The NICDC-NSPL shall pay the Contractor in the following manner and at the following times, on the basis of the Contract Price and Components.

All the payments will be released after completion of Deliverables as detailed below:

Sr. No.	Deliverables	Stage payment, %
1	On Supply of 400 Mtr HT 33 HT Cable	Fifty Percent (60%)
2	On Completion of cable Laying works and certification by Client`s Engineer	Twenty Percent (20%)
3	On Completion of Testing & Commissioning and certification by Client`s Engineer	Twenty Percent (15%)
4	On completion of Defect Liability Period	Five Percent (5%)

7.7 Force Majeure

7.7.1 Force Majeure Event

As used in this contract, the expression “**Force Majeure**” or “**Force Majeure Event**” shall mean occurrence in India of any or all of Event, as defined below if it affects the performance by the Party claiming the benefit of Force Majeure (the “**Affected Party**”) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

A Force Majeure Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site) or any other related event;
- (b) Strikes or boycotts (other than those involving the Contractor, or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 10 (ten) days in an Accounting Year, and not being an Indirect Political Event.
- (c) Any failure or delay of a Contractor but only to the extent caused by another Force Majeure event any event or circumstances of a nature analogous to any of the foregoing.
- (d) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage; industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 10 (ten) days in an Accounting Year;
- (f) Any civil commotion, boycott or political agitation which prevents the work by the Contractor for an aggregate period exceeding 10 (ten) days in an Accounting Year;
- (g) Any failure or delay of Contractor to the extent caused by any Force Majeure Event;

7.7.2 Extension of Time due to Force Majeure Event

Upon the occurrence of any Force Majeure Event during the Contract Period, the Project Completion Schedule for and in respect of the affected Works shall be extended on a day for day basis for such period as performance of the Contractor's obligations is affected on account of the Force Majeure Event or its subsisting effects.

7.7.3 Liability due to Force Majeure Event

Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

7.7.4 Duty to report Force Majeure Event

Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Section with evidence in support thereof;
- b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

- c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d) any other information relevant to the Affected Party's claim

7.8 Implementation Schedule

- 7.8.1** The Contractor shall carry out all the works as per the detailed scope of works provided in bid / tender document. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the Works. The Contractor agrees and undertakes that all works shall be completed on or before the Scheduled Completion Date set forth in Contract, including any extension thereof.

- 1.8.2** In the event, that the Contractor fails to achieve the Scheduled Completion Date within the specified days from the date, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the NICDC-NSPL, it shall pay Damages to the NICDC-NSPL of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day reckoned from the date specified.

7.9 Delay Damages

- 7.9.1** Until such Project Milestone is achieved or the Works are completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the dates shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if has been amended as above.

- 7.9.2** For the avoidance of doubt, it is agreed that recovery of Damages under this Clause shall be without prejudice to the rights of the NICDC-NSPL under this Agreement including the right of Termination thereof.

- 7.9.3** The NICDC-NSPL shall notify the Contractor of its decision to impose Damages in pursuance with the provisions of this Clause 7.9.1. Provided that no deduction on account of Damages shall be affected by the NICDC-NSPL without notifying the Contractor of its decision to impose the Damages, and taking into consideration the representation, if any, made by the Contractor within 7 (seven) days of such notice. The Parties expressly agree that the total amount of Damages under Clause 7.9.1 shall not exceed **10% (Ten percent)** of the Contract Price.

7.10 Liability and Indemnity

The Contractor will indemnify, defend, save and hold harmless the NICDC-NSPL and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities / enterprises, (the "NICDC-NSPL **Indemnified Persons**") against any and all suits, arbitration and proceedings, actions, demands, temporary and/or mandatory injunctions and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this contract or from any negligence under the contract, including

any errors or deficiencies in the design documents, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this contract on the part of the Authority Indemnified Persons.

7.11 Termination upon Contractor Default

Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 15 (Fifteen) days, the Contractor shall be deemed to be in default of this Agreement (the "Contractor Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Client or due to Force Majeure.

The defaults referred to herein shall include:

- (a) The Contractor fails to provide, extend or replenish, as the case may be, the Performance Security.
- (b) The Contractor does not achieve the Project completion as per schedule due in accordance with the provisions of Schedule, subject to any Time extension.
- (c) The Contractor abandons or manifests intention to abandon the construction without the prior written consent of the **NICDC-NSPL**;
- (d) The Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project
- (e) The Contractor subcontracts the Works or any part thereof in violation of this Agreement
- (f) The Contractor creates any Encumbrance in breach of this Agreement;
- (g) the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the **NICDC-NSPL**, a Material Adverse Effect;
- (h) Any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false or the Contractor is at any time hereafter found to be in breach thereof;
- (i) the Contractor submits to the NICDC-NSPL any statement, notice or other document, in written or electronic form, which has a material effect on the **NICDC-NSPL**'s rights, obligations or interests and which is false in material particulars;
- (j) The Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- (k) The Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the **NICDC-NSPL**.

After Termination of this Agreement for Contractor Default, the Client may complete the Works and/or arrange for any other entities to do so **at the risk and cost of the Contractor**. The Client and these entities may then use any Materials, Plant and

equipment, Contractor's documents and other design documents made by or on behalf of the Contractor.

Section 8. Annexures

Annexure 01: Schedule of Bidding Process

Schedule of Bidding Process

The bidding process of NICDC Neemrana Solar Power Limited will endeavour to adhere to the following schedule:

Sr. No.	Event Description	Dates
1.	Date of Issue of RFQ cum RFP	D
2.	Last date for receiving queries/requests for clarifications	D+14
3.	Pre-bid Meeting	D+14+2
4.	Client's response to queries/requests for clarifications	D+14+2+6
5.	Bid Due Date	D+14+2+6+15
6.	Opening of Technical Bid	D+14+2+6+15
7.	Declaration of Eligible/qualified bidders	Within 7 days of opening of Technical Bid
8.	Opening of Financial Bid	Within a week from Selection of Technically qualified bidder
9.	Issuance of LOA	Opening of Financial Bid + 2 weeks
9.	Return of Signed Duplicate Copy of LOA	Within 7 days of issue of LOA
11.	Submission of Performance Security & necessary insurance policies	Within 14 days of issue of LOA
12.	Signing of Contract Agreement	Within 30 days of issue of LOA

Annexure 02: Format for Pre-Bid Queries

Name of Work: “Supplying & Laying of 400 Mtr Underground 33KV HT Cable for 5MW Solar Power Plant of NICDC Neemrana Solar Power Ltd (NNSPL) at Japanese Zone, Neemrana, District- Alwar (Rajasthan)”

Name of Bidder:

S. No.	Section/Page/ Clause No.	Clause Description	Clarification requested	Client's Response
1.				
2.				
3.				
4.				
5.				

Annexure 03: Format of Bank Guarantee for Performance Security

BG No.

Date:

1. In consideration of you, NICDC Neemrana Solar Power Limited, a company incorporated under the Companies Act, 1956 or 2013 or any other applicable statute, having its registered office at _____ (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, a company registered under the Companies Act, 1956 or 2013 or any other applicable statute and having its registered office at *[registered address of company]*, - (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as -Contractor for *[name of project]* (hereinafter referred to as the "- Contract") pursuant to the RFQ cum RFP Document dated *[date]* issued in respect of the Project and other related documents including without limitation the draft contract for the services (hereinafter collectively referred to as "RFQ cum RFP Documents"), we *[Name of the Bank]* having our registered office at *[registered address]* and one of its branches at *[branch address]* (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ cum RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Client an amount of Rs..... *[in figures]([in words])* (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ cum RFP Document.
2. Any such written demand made by the Client stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Client shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document including, Document including without limitation, failure of the said Bidder to keep its Bid valid during the validity period of the Bid as set forth in the said RFQ cum RFP Document, and the decision of the Client that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Client and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Client is disputed by the Bidder or not, merely on the first demand from the Client stating that the amount claimed is due to the Client by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ cum RFP Document

including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the bid as set forth in the said RFQ cum RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... *[in figures] ([in words])*.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Client and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Client shall be entitled to treat the Bank as the principal debtor. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ cum RFP Document or to extend time for submission of the Bids or the Bid validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ cum RFP document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ cum RFP document or the securities available to the Client, and the Bank shall not be released from its liability under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Bidder or by any change in the constitution of the Client or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to *[Name of bank along with branch address]* and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Client to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Client may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs..... *[in figures] ([in words])*. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and delivered by *[name of bank]*

By the hand of Mr. /Ms.*[name]*, it's *[designation]* and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.