

दामोदर घाटी निगम /DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

संविदा एवं सामग्री विभाग /CONTRACT & MATERIALS DEPARTMENT

डीवीसी टावर्स, तीसरी मंजिल, वीआईपी रोड, कोलकाता - 700 054 /DVC TOWERS, 3RD FLOOR, VIP ROAD, KOLKATA - 700 054

NOTICE INVITING TENDER FOR

Erection, Testing and Commissioning of Floating System
Arrangements including Balance Supply for the 10 MW(AC) GridTied Floating Solar PV (FSPV) Plant on the Raw Water Reservoir
at DVC RTPS, Raghunathpur.

(On Single OEM, OES Basis)

NIT NO: DVC/Tender/Head Quarter/RE and EE/CMM/Works and Service/00028/Capital Dated 01/09/2025

(On Single OEM, OES Basis to M/s FLOATEX SOLAR PVT. LTD.)

(This document is meant for the exclusive purpose of bidding against this Tender Document No. / Specification and shall not be transferred, reproduced or otherwise for purposes other than that for which it is specifically issued).

M/s FLOATEX SOLAR PVT. LTD.

PLOT NO- 59,60,61,61-A,62,62-A, 63& 64,

(KHASRA NO-1442PART & 2433 PART)

VILL- BIRKONI, MAHASAMUND,

PINCODE: 493445

1.0 Tender for Single Stage-One Envelope One part tendering are invited by CMM, Kolkata, Damodar Valley Corporation, for –"Erection, Testing and Commissioning of Floating System Arrangements including Balance Supply for the 10 MW(AC) Grid-Tied Floating Solar PV (FSPV) Plant on the Raw Water Reservoir at DVC RTPS, Raghunathpur"

The Tender shall be processed only through on Government e-procurement system of NIC (GePNIC) under Central Public and Envelope containing tenders for Erection, Testing and Commissioning of Floating System Arrangements including Balance Supply for the 10 MW(AC) Grid-Tied Floating Solar PV (FSPV) Plant on the Raw Water Reservoir at DVC RTPS, Raghunathpur due on XX/08/2025.

Hard Copy Documents as Applicable in the NIT duly filled in should invariably be superscribed with Tender No. DVC/Tender/Head Quarter/RE and EE/CMM/Works and Service/00028 /Capital/ DATED 01.09.2025 shall be sent to Communication Address as mentioned in Clause 2.0.

All bid documents are to be submitted online and in the designated cover(s) / envelope(s) on the Government e-Procurement website. Tenders/bids shall be accepted only through online mode on the Government e-Procurement website and no manual submission of the same shall be entertained.

For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICSI), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours.

- (i) Mr. Sk Nawajesh Rahman, e-mail ID rnawajesh@gmail.com- Contact No. 9831683690
- (ii) Mr. Sk. Imran, Email ID- hriskimran786@gmail.com- Contact No. 8777791736).

2.0 पत्राचार /Correspondence:

In case of any difficulties faced **regarding NIT/BID terms & conditions** by the tenderer in submitting the tender within specified date and time, following officers may be contacted: -

	For any queries related to enquiry/NIT/P.O.			
C&M Department: DVC, Head Quarter, DVC Towers, VIP Road, Kolkata Pin-700054 (W.B.)	Name:, Rakesh Kumar Desig, DGM,C&M email: rakesh.kumar3@dvc.gov.in Mob: 7004827921	Name:, Ravi Roshan Designation: Manager e-mail: raviDVC/Tender/Head Quarter/RE and EE/CMM/Works and Service/00028/Capital@dvc.gov.in Mob No.:.8346081818		
	For Technical Query (Material Specification, Drawing, Scope of Work etc.)			
Indenting Department:	Name:, Rajib Khan Desig, Sr Manager e-mail: rajib.khan@dvc.gov.in Mob: 9635626202	Name:, SUMIT SRIVASTAVA Desig, Manager e-mail: sumit.srivastava@dvc.gov.in Mob: 8294116687		
Station wise Consignee and Paying Authority				
STATION	RTPS			
Consignee/ Stores (For Regarding material Delivery, Waybills, Entry Pass etc)	Name:, Controller of Stores/Store Incharge, Address: Raghunathpur Thermal Power Station			
Paying Authority:	DGM/Sr.Manager (Fin.) RTPS			

a) Address for Communication:

Dy General Manager(E), C&M Department, HQ, Damodar Valley Corporation, 3rdth Floor, DVC Towers, VIP Road, Kolkata-700054, West Bengal, India.

Item	Description	Qty (Lot))
1	Manufacture, Supply and Delivery of Balance Materials at site including Local Transportation related to Floating System Arrangements as per the Scope of Works for RTPS	
2	Completion of Design and Engineering, Construction, Erection, Testing and Commissioning of balance work including Civil Works related to Floating System Arrangements as per the Scope of Work for RTPS	1

Package Details:

अनुबंध के नियम एवं शर्तें /Terms & Conditions of Contract

- **1.0 PRICE BASIS:** Bidder is required to quote the price for all the commercial, contractual and technical obligations outlined in the tender documents and the contract Price shall be **FIRM** during the entire execution of the contract.
- 2.0 TAXES & DUTIES: Bidder (except for direct import by DVC) shall quote the Prices [which is inclusive of all taxes, duties, levies, cess, etc. including BOCW Cess (wherever applicable)] plus GST on the direct transactions between DVC and the Manufacturers/ Contractors/Service Providers /Suppliers separately as applicable. GST as applicable for any item shall be to the account of DVC, at actual, subject to the limit as quoted for such item.
- **3.0 PERIOD OF VALIDITY OF BID**: Bids shall remain valid for a period of **90 days** from the date of opening of the Techno-Commercial bid of the NIT.

4.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

Within Twenty one (21) days from the date of issuance of LOA/Work Order/Purchase order, the successful Bidder shall furnish performance security for satisfactory execution of the order for an amount equivalent to 3% of the total Letter of Award (LOA)/ Work Order (WO)/Purchase Order value in the form of account payee demand draft/ bank guarantee/e-BG (Preferred)/ fixed deposit receipt issued/ confirmed from any of the Nationalised / Scheduled Bank as per the list provided in Annexure-1 or updated list issued by RBI, safeguarding DVC's interest in all respects.

If the Contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order, DVC without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security/EMD (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

In case of Performance Security in form of Bank Guarantee:

In case of Performance Security in form of Bank Guarantee, the bidder may furnish an Unconditional Bank Guarantee as per format provided in the NIT from any Nationalised / Scheduled Bank as per the list provided in Annexure-1 or updated list issued by RBI and it should remain valid for a period of 02 Months beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period.

The Bank Guarantee/ BG Extension shall be issued on the **SFMS** (Structured Financial Messaging System) mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code: PUNB0008220 ('0' Stands for zero) is given below):

Details of respective advising banks including IFSC Code is given below:

For Head Quarter, Kolkata-

Bank Name: PUNJAB NATIONAL BANK, **Branch Name:** Manicktala, Kolkata - 7000054,

Account No.: "0082250010682"

IFSC Code: PUNB0008220 ('0' Stands for zero).

DVC will prefer e-Bank guarantee under NeSL platform. The vendor must submit details provided

Beneficiary Inputs required for eBG

r.No.	Field Name	Mandatory
1	Portal ID	NA
liga de	Details of Beneficiary a	nd Applicant
2	Entity PAN/UIN (Central UIN of Nodal Officer)	AABCD0541M
3	Entity Name (Name of the Nodal Officer)	DAMODAR VALLEY CORPORATION
4	Entity Email ID (Nodal Officer)	sanjav.singh@dvc.gov.in and ankur.munda@dvc.gov.in
5	Business Unit Code	NA
Part	icipating Details (Details of entity (TIA	's) representative and applicant)
6	Name of the representative (Nodal Officer)	SANJAY SINGH and ANKUR KUMAR MUNDA
7	Relationship (Here Beneficiary)	DAMODAR VALLEY CORPORATION
8	Primary Mobile Number (Nodal Officer)	7857903172 and 9471712635
	Debt Details	s .
9	BG Amount	As per NIT/Contract
		Company of the Control of the State of the Company of the Control
10	BG ccy (Currency)	INR
10 11	BG ccy (Currency) Expiry Date	INR As per NIT/Contract
11	Expiry Date	As per NIT/Contract

However, in case of delay in completion, the validity & claim of this Bank Guarantee shall be extended by the period of such delay. During extension of the SDBG, the bidder may extend the original Bank Guarantee or may furnish new SDBG without considering the projects which have been completed and Guarantee/Warranty period along with claim period is also over.

Note: Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings of this NIT.

- i) No payment, whatsoever will be made till the acceptance of SDBG as per the terms of the Contract.
- ii) Notwithstanding the provisions specified, if a bidder after having been issued the Contract, either does not sign the Contract Agreement or does not submit an acceptable Performance Security, No payment, whatsoever will be made.

5.0 LIQUIDATED DAMAGE FOR DELAY IN COMPLETION OF WORKS (REFERENCE CLAUSE NO 13 OF GCC):

The time remains the essence of the Contract and all deliverables under the Contract needs to be completed within the stipulated time schedule. The Contractor shall commence work on the Facilities from the date of Letter of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement.

In case of delay in total Completion, for the reasons attributable to the contractor, DVC reserves the right to recover from the contractor, a sum equivalent to 0.5% of the value of the delayed work

for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage (LD).

In cases, where the works extend beyond the contractual completion schedule and provisional extension order is issued without deciding on the application of LD, no amount from the RA bill will be deducted as "withheld LD" amount in case where adequate retention payment (over and above SD) remains with DVC as per terms of the contract.

Alternatively, DVC reserves the right to purchase / outsourced the material/works / service from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by DVC in procuring the material/ works/service by the above procedure.

Alternatively, DVC may cancel the Order/contract completely or partly without prejudice to his right under the alternatives mentioned above.

In the event of recourse to the above alternatives, DVC will have the right to re-purchase/ outsource the stores/works & service, to meet urgency in requirement caused by Contractor's failure to comply with the completion of the work, irrespective of the fact whether the materials/works/service are similar or not.

6.0 RISK PURCHASE CLAUSE:

The Employer reserves the right to purchase the material / spares/ equipment /service &works from else where at the sole risk and cost of the Contractor and recover all such extra cost incurred by the Employer in procuring the material, service and works. The procedure to be followed is given below: -

- a) After the expiry of the specified date of delivery / completion period, if the Contractor fails to deliver the materials/ complete the work a notice will be given to the Contractor for delivering the material/ complete the work immediately.
- b) If the Contractor fails to deliver the material/complete the work, a final risk and cost notice will be serve d to the Contractor by registered post with A/D, clearly indicating that if he fails to deliver the materials/ complete the work within 7 days of the receipt of the letter, the same shall be outsourced from other source s at the risk and cost of the Contractor.
- c) The existing order has to be closed and action will be initiated by the Employer for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Contractor may be given an opportunity against fresh enquiry/limited tender.
- d) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Contractor.
- e) For the purpose of recovery of the amount, unpaid amount / security deposit by the way of BG as provided by the Contractor will be adjusted first. If there is any balance left to be recovered, the Contractor should be informed to deposit the money at the earliest.
- f) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure of DV C.
- g) In case the amount is considerable, legal action may be considered by the Employer. Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purchase clause. In the event of recourse to alternatives as mentioned above, the Employer will have the right tore-purchase the store s or complete the work, to meet urgency in requirement caused by Contractor's failure to comply with the schedule of delivery or completion of the work or

services irrespective of the fact whether the materials / equipment/ work/ services are similar or not.

7.0 SIGNING THE CONTRACT AGREEMENT:

The contract agreement shall be executed as per format attached in Bid Forms & Procedures (BFP) after receipt and verification of the requisite performance security (wherever applicable). The agreement will be duly signed by the authorized representative of DVC and authorized signatory of Supplier/Contractor/ Service Provider/Consultant.

Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement to the Supplier/Contractor/ Service Provider/Consultant for signature, incorporating all agreements between the parties for execution.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order. Both the parties will sign & date the Contract agreement after receipt and verification of the requisite performance security (wherever applicable). If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required.

Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order due to the fault of the Supplier/Contractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

8.0 LIMITATIONS OF LIABILITY:

Except in cases of Criminal Negligence or wilful misconduct,

(i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer

AND

- (ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.
- **9.0 CONSIGNEE:** Controller of Stores / Store In charge, RTPS (Raghunath Thermal Power Station), Damodar Valley Corporation.

10.0 Guarantee / Warranty / Defect Liability Period (Reference clause no. 27.0 of GCC): The

The Contractors shall warrant that all materials/ equipment /services supplied under this order shall be new, unused and conform to the owner requirements and specifications. The contractors shall guarantee the equipment / materials supplied / installed and work executed under this order up to the defect liability period of 12 (Twelve) months from the date of successful completion of the facilities for subject construction work as per the specification. The Contractors shall agree to replace any material/redo the work, which has been found defective or fails to conform to the desired specifications free of cost to the Owner within the Guarantee /Warrant period/Defect Liability Period.

11.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT.

(I) If upon delivery to consignee's go-down, whether inspected and approved earlier or otherwise, the material / equipment is not found in conformity with the Specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to You normally within 30 days from the date of Receipt of the material at the Works / Site / consignee's end.

You on receipt of notification shall arrange removal of the rejected items within 15 days from the date of notification at his own cost. In the event You fails to lift the materials within the said 15 days, the consignee or his authorised representatives without any further notice or information to You, shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from you.

(II) In the event, the equipment and materials or any portion thereof are damaged or lost during transit, the consignee or his authorised representatives shall give notice to you for detailing the particulars of such equipment & materials damaged or lost during transit. The replacement of such equipment and materials to be effected by the you free of costs including handling and transportation charges upto site, within a reasonable time.

12.0 IMPLEMENTATION OF INTEGRITY PACT

Integrity Pact shall be applicable for Tenders/Contracts value of Rs.50 Lacs and above. DVC shall be entering into an Integrity Pact with the bidders as per format given in the NIT. The Proforma has to be returned by the bidder (along with the techno-commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Alternatively, Soft Copy of integrity Pact Duly filed and signed with company seal on each page if uploaded online by the bidder along with tender documents will be acceptable. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidders shall be rejected straightway. All pages of Integrity Pact to be signed by the bidders authorized signatory who signs the bid.

In other words, entering into this Pact would be a preliminary qualification.

- 13.0 TERMINATION OF CONTRACT: It will be guided as per DVC GCC.
- **14.0 GOVERNING LAWS:** The Contract shall be governed and interpreted in accordance with laws in force in India. The Court in the City of Kolkata only shall have exclusive jurisdiction in all matters arising under the contract.

15.0 SETTLEMENT OF DISPUTES & ARBITRATION:

as per Clause no. 20 of optional terms & conditions of contract in DVC's General Conditions of Contract – 2022 which shall be read as follows:

- 20. Settlement of Disputes:
- 20.1 Any disputes, differences, or controversies between the Parties shall be resolved through the following modes of dispute resolution in the matter set out hereunder:
- (i) Mutual Consultation between the Parties;
- (ii) Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD);
- (iii) Dispute Avoidance Mechanism through Independent Engineer (IE); and/or
- (iv) Conciliation Committee of Independent Experts (CCIE).
- 20.2. Any dispute, difference, or controversy between the Parties shall be resolved, at the first instance, through Mutual Consultation between the Parties in the manner set out hereunder: If the Executing Department and the Contractor fails to resolve the dispute, difference, or controversy, then the Contractor shall refer the dispute in writing for settlement of such dispute or difference through Mutual Consultation to the concerned Head of Project of DVC (in case of tender issued from site)/concerned GM/SGM/CGM/ED of executing department (in case of tender issued from H/Q).

The concerned Head of Project of DVC (in case of tender issued from site) / concerned GM/SGM/CGM/ED of executing department (in case of tender issued from H/Q) shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with GM/SGM/CGM/ED (C&M)-HQ.

GM/SGM/CGM/ED (C&M)-HQ will obtain the details and examine the correspondence of either parties relating to disputes, normally within 10 days. They may hold discussions with the team of Contractor and Head of Project of DVC or his authorized representative (in case of tender issued from site) / concerned GM/SGM/CGM of executing department (in case of tender issued from H/Q) to crystallize the issues; prepare the agenda containing the gist on each dispute and the matter then be referred to the ED level standing Committee of DVC comprising of concerned ED of the user Department, ED (C&M), and ED (Finance) for amicable settlement of disputes with the Contractor with ED (C&M) being the Convener and ED of the User Department being the Chairman of the committee.

The recommendations of the Committee shall be put up to Chairman, DVC for settlement of the dispute with the Chairman /CMD of the Contractor.

- 20.3 In the event such dispute, difference, or controversy cannot be settled through Mutual Consultation as set out above, the following procedure shall be followed for settlement of such dispute, difference, or controversy:
- 20.3.1 If the Contractor is a Central Public Sector Enterprise (CPSE)/Port Trust/Government Department or Organization (Central or State), such dispute, difference, or controversy shall be resolved through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No 05/003/2019-FTS-10937 dt. 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both parties. However, disputes relating to Railways, Income Tax, or Excise and Customs Departments shall not be resolved through AMRCD.
- 20.3.2 If the Contractor/dispute is not covered under Clause 20.3.1, such dispute, difference, or controversy shall be resolved in the following manner:
- 20.3.2.1 The dispute, difference, or controversy shall be resolved through reference to the Independent Engineer (IE) selected in accordance with Clause 20.4 and the said Independent Engineer (IE) shall resolve the dispute in terms of Ministry of Power OM No. 15-18/1/2020-HYDEL-II(MoP) dt. 27/09/21 as clarified/amended by Ministry of Power OM No. 15-18/1/2020-HYDEL-II (MOP) dt. 18/10/2023 (including any other guidelines/SOPs issued by the appropriate authorities in this regard).
- 20.3.2.2 In the event either Party is aggrieved by the decision of the Independent Engineer (IE), the matter may be referred to the Conciliation Committee of Independent Experts (CCIE) in accordance with the procedure laid down in Ministry of Power OM No. F. No 11/22/2021-Th.II dt. 29/12./21 as amended/clarified by OM No. F. No 11/22/2021-Th.II dt. 18/10/23. However, neither party shall be entitled to proceed to arbitration in the event of failure to settle the dispute, difference, or controversy through the CCIE mechanism. Further, the expenses of the CCIE process (including fees and expenses of CCIE members) shall be shared by the Parties equally.
- 20.4 The Parties shall agree on the appointment of an Independent Engineer (IE) from the Panel maintained by the Ministry of Power at the time of Award of Contract or reasonably soon thereafter. However, if the Parties are unable to agree on such appointment, DVC shall select the Independent Engineer (IE) from the Panel maintained by the Ministry of Power. All other aspects relating to the appointment, selection. removal, and payment of the Independent Engineer (IE) shall be as per Ministry of Power OM No. 15-18/1/2020-HYDEL-II(MoP) dt. 27/09/21.
- 20.5 Subject to the provisions of the preceding sub-clauses, the competent courts having jurisdiction over the headquarters of DVC at Kolkata shall have sole and exclusive jurisdiction over all disputes, differences, or controversies between the Parties.
- 20.6 Notwithstanding anything contained in the preceding sub-clauses,

- 20.6.1 The dispute resolution methods specified in Sub-Clause 20.3 shall be governed as per the latest Office Memorandums/Guidelines/Clarifications issued by the appropriate authorities from time to time. In case of any dispute regarding the applicability of any Office Memorandum/Guidelines/Clarifications pertaining to any of the dispute resolution methods mentioned in Sub-Clause 20.3, the decision of DVC shall be final and binding.
- 20.6.2 The Parties may, by an agreement in writing, alter the order in which the different dispute resolution methods referred to in Clause 20.3 may be resorted to and/or decide to have any dispute, difference, or controversy heard and adjudicated by a particular forum/court to the exclusion of other forums.
- **16.0 FORCE MAJEURE**: It will be guided as per DVC GCC.
- 17.0 VENDOR BILL TRACKING (VBT) SYSTEM: The Vendor Bill Tracking system is active & available at https://application.dvc.gov.in/Vendor/ (under PROCEREMENT tab of DVC homepage https://www.dvc.gov.in/). The Vendors on award of contract need to register themselves & submit their contract related bills online. After submission of the bill, a cover letter containing unique bill ID shall be generated which must be submitted to DVC along with other payment related documents in hardcopy.
- **18.0 ACCEPTANCE OF Purchase Order**: On issuance of contract, the contractor, shall acknowledge receipt and convey his acceptance by returning the duplicate copy of this Work Order duly signed with comp any seal and date within 10 days to the Work Order Issuing Authority and if the ac acknowledgment is not received in 10 days it shall be presumed that the contractor has accepted the complete Contract.
- 19.0 Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT will be guided as per DVC's G.C.C. The Special Conditions of Contract (SCC) and other terms and conditions of NIT shall supplement/amend the corresponding clause of General Conditions of Contract (GCC), wherever there is a conflict, the provisions in SCC and all other terms and conditions of NIT shall prevail over those in the GCC.

SPECIAL CONDITIONS OF CONTRACT

Terms and Conditions

(For RTPS)

- 1. **Resource Mobilization:** The contractor shall arrange all necessary resources including manpower, material, instruments, tools, tackles and transportation required for the successful execution of the work as specified in the contract.
- **2.** SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE: As per clause no. 4 of Terms and condition of contract.
- **3. Liquidated damage:** As per clause no. 5 of Terms and condition of contract.
- **4. Completion Timeline:** The overall completion period shall be 150 days (5 months) from the date of issuance of the Work Order/LOA.
- 5. Scope of Works: As detailed under Annexure-A
- 6. Technical Specifications:
 - The contractor shall adhere to the original technical specifications as floated in the NIT No. SECI/C&P/PMC/11/0002/2022-23 dated 17.06.2022 by M/s Solar Energy Corporation of India Limited (SECI), the PMC for the 30MW FSPV Project in DVC.
 - All works including balance supply shall be carried out in accordance with the specifications, standards, and guidelines provided in the NIT and subsequent communications/corrigendum/amendments/addendums.
 - Materials and equipment used must conform to the approved technical standards and shall be subject to inspection and approval by SECI.
- **7. Design & Engineering:** The contractor shall submit all relevant drawings and documents to SECI for review and approval with intimation to DVC.
- 8. Inspection/Checking: Pre despatch & as per scope of work

9. Payment Terms:

- 1) Supply including Mandatory Spares:
 - a) 70% of the ordered value of supply including Mandatory Spares(if any), along with full GST at actuals, shall be paid against submission of the following documents:
 - Proof of dispatch (e.g., Railway Receipt (R/R), Lorry Receipt (L/R)) Detailed invoice and packing list, Warranty certificate, Test certificate, Insurance policy/certificate, Dispatch clearance Any other documents as specified in the contract.
 - b) 20% of the ordered value of supply shall be paid after receipt of materials and inspection and acceptance at site.
 - c) Remaining 10% shall be paid after complete erection, commissioning, testing, and handing over.