



PEC LIMITED

(A Government of India Enterprise)
HANSALAYA 15, BARAKHAMBA ROAD,
NEW DELHI-110 001, INDIA
Tel. No. (91-11)- 23313445, 23314728;
Fax No. (91-11)- 23327262

TENDER FOR APPOINTMENT OF THIRD PARTY INSPECTION AGENCY FOR SOLAR POWER PROJECTS.

TENDER NO: PEC/DEL/SOLAR/TPS/2017-18/01

Dt. 26.09.2017

Sl. No	Particulars	Date/Time
1	Tender Closing	At 15:00 Hrs.(IST) on 25-10-2017
2	Tender Opening	At 15:300 Hrs.(IST) on 31-10-2017

1. BACKGROUND

PEC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from third party inspection agencies for undertaking the job of inspecting and providing certification for solar power projects established by PEC's associate execution agencies at various locations in India.

2. LOCATION OF PROJECTS:

PEC is implementing solar power projects (Roof top and Green Field) all over the country with various capacity ranging from 1 KWp to 1000 KWp & also above 1000KWp at different locations. Third party inspection agencies are called for the above said projects with respect to 4 regions of the country (North, East, West and South). Agencies are free to quote for one or more region as per the price bid enclosed in Annexure-I

3. QUALIFICATION CRITERIA FOR BIDDERS:

The bidder should fulfil the below mentioned criteria:

3.1 Technical:

- 3.1.1 Should have handled third party inspection for solar projects of 5 Mega Watt cumulative during last 3 Financial Years.

3.2 Financial:

- 3.2.1 The bidder should have positive net worth of at least **Rs.1 Crore** as on 31-03-2017. Certificate issued by Chartered Accountant to be enclosed.
- 3.2.2 Should have recorded minimum annual turnover of **Rs.5 Crores** during the previous year Or **Rs.12.5 Crores** cumulative during last 3 years. Certificate issued by Chartered Accountant to be enclosed.

4. PERFORMANCE BANK GUARANTEE:

The successful bidder will be required to establish Performance Bank Guarantee (PBG) for Rs. 5,00,000/- (Rupees Five Lakhs only) within 7 working days from the date of issuance of LOA. The PBG should be valid and enforceable up to 365 days from its date of issuance. The PBG should be as per the prescribed format (ANNEXURE-I) and shall be issued by a schedule bank/Nationalised Bank other than Co-operative bank, Gramin Bank. Validity of PBG may be extended for a further period with mutual consent.

5. 1 SCOPE OF WORK:

- 5.1.1 After completion of supply of major items, inspection to ensure compliance of supply of materials at the site as per bill of material/quantity.
- 5.1.2 After Installation, Inspection to be carried out as per specification of Purchase Order / Bill of Material / Quality Assurance plan / Drawings / Datasheets.
- 5.1.3 Ensuring Test certificates and Quality/ Technical standard Certificates for materials, as applicable.
- 5.1.4 Final inspection for Quality / Quantity, as per requirement for Performance test.
- 5.1.5 Project completion / Final Inspection report (Output capacity and functioning of the installed project should be inspected with respect to the said /designed capacity and a report/certificate should be given accordingly.)
- 5.1.6 Any other activities / Work not specifically mentioned above, but required to complete final inspection / Certification/functioning of the plant.

5.2 TERMS & CONDITIONS:

- 5.2.1 PEC reserves the right to accept or reject any bid any time at its own discretion without assigning any reasons thereof.

- 5.2.2 Bidders shall keep PEC fully indemnified against any claims, losses/damages, liabilities, proceedings etc. from any third party or otherwise arising out of/or in connection with this tender.
- 5.2.3 PEC may without giving notice terminate the contract before the expiry of agreed period, in case the performance of the bidder is not satisfactory, in which case PEC's opinion shall be final and binding. The termination shall be effective immediately from the date of issue of such notice in writing.
- 5.2.4 In the event of termination of contract at any given time by PEC for whatsoever reasons, then PEC shall appoint a new surveyor at the cost and rate at the prevailing time and any difference of rates / prices shall be made good by this surveyor either by way of appropriation of performance bank guarantee or any pending bills with PEC or fresh payments by the surveyor,
- 5.2.5 **Price Bid** The "Price bid" sealed envelope shall contain Price Bid (showing prices quoted strictly as per the ANNEXURE (II) of tender document) duly signed and stamped by the bidder.
Conditional offers or Offers with deviations are liable to be rejected at the sole discretion of PEC.
- 5.2.6 The bidder shall also submit along with the price bid the last three years audited balance sheet, copies of similar third party inspection projects (minimum 3) handled by the agencies in the last financial year, duly signed and Letter of Authorization stamped with specimen signature
- 5.2.7 The bids complete in all respects should be submitted in sealed envelope within the time schedule mentioned above in the tender box kept at the Reception in PEC office, Delhi after taking stamp from inward section at above mentioned address. No overwriting, erasing, interlineations etc. will be allowed. Offers should be submitted in PEC's **Delhi Office** only.

6. PROCESSING FEE:

- a. EOI application shall be accompanied with an processing fee of Rs. 11,800/- (inclusive of GST) by way of demand draft drawn on any one of the Nationalised Banks / Scheduled Banks, payable at Delhi or pay order in favour of PEC Limited, Delhi.
- b. Funds transferred on or before the closing date & time through RTGS/NEFT/Bank Transfer, to PEC's Bank account shall also be accepted as processing fee. Bank Account details are as under:-
- Beneficiary's Name : PEC LIMITED
 - Name and Address of Bank : State Bank of India,
 - CAG Branch, Jawahar Vyapar Bhavan 1, Tolstoy Marg, New Delhi-110001
 - Account Number : 10813608603
 - IFS Code : SBIN0009996
 - GSTIN: 07AAACT0101G1Z3

Funds transferred through RTGS/NEFT/Bank Transfer should be credited in PEC's Bank account before closing date & time.

7. AWARD OF BID & SIGNING OF CONTRACT:

The bidder, whose bid is accepted by PEC, shall be issued letter of award (LOA) prior to expiry of bid validity. Bidder shall also be issued two unsigned contracts for signature of the successful bidder. Bidder shall sign the contracts and return to PEC, **Delhi** within 3 (three) working days of issuance. PEC's representative shall sign and retain one original signed contract and forward another original signed contract to the successful bidder.

8. VALIDITY OF BID:

The bidder agrees to and shall hold his bid valid for 90days from the date of opening of price bids. However, the bidder agrees to extend the bid for a further period of three (3) months on the existing terms and condition in case the same is desired by PEC. The validity of the bids and its security may be extended for a further period with mutual consent in writing.

9. DISCLAIMER:

PEC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. PEC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

10. JURISDICTION:

The applicants hereto agree that the Courts and Tribunals at Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the laws of India.

11. FORCE MAJEURE:

During continuance of the Contract, the PEC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond PEC's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood,

earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

If by reason of any cause beyond the control of PEC there is any curtailment or suspension of services, then PEC shall be excused from the obligations to that extent.

If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.

The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

12. SOLE ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of PEC. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings. The venue of arbitration shall be Delhi.

Tender for Appointment of Third Party Inspection Agency for Solar Projects

PERFORMANCE BANK GUARANTEE FORMAT

(To be executed by any Scheduled Bank other than Cooperative/Gramin Bank)

PEC Limited,
15, "Hansalya"
Barakambha Road,
Delhi-110001

Whereas M/s. PEC Limited, is a Govt. of India Enterprise having its Regd. Office at : 15 "Hansalaya" 15-Barakambha Road, New Delhi-110001 (hereinafter called 'PEC') which term shall include the successors and assigns, has floated tender for appointment of third party inspection agency for solar projects.

AND WHEREAS M/s. _____ (hereinafter called the Applicant) has been declared successful in the bid for third party inspection of PEC's solar projects.

AND WHEREAS one of the conditions of the Tender is that the successful bidder shall furnish Performance Bank Guarantee of Rs. 5,00,000/- (Rupees Five Lakh only).

AND WHEREAS, we _____ Bank (hereinafter called the 'Bank') which term shall include its successors and assigns, have agreed to furnish Bank Guarantee on behalf of the Applicant in favour of PEC, under this Bank Guarantee.

NOW THIS GUARANTEE MADE _____ WITNESSETH AS UNDER:-
ON

1. Against Contract No. /LOA _____ Dated _____ Entered Into between the PEC (hereinafter called the 'PEC') and M/s _____ (hereinafter called the Applicant) this is to confirm that at the request of the Applicant, we hereby _____ (Bank) unconditionally and irrevocably guarantee and undertake to pay to PEC immediately on its first demand. Rs 5,00,000/- (Rupees Five Lakh) without demur, delay protest or contest and without any reference & recourse to Applicant and without any condition or proof as soon as a first demand in writing is received from PEC Limited, for any failure /default in performing any term and condition of Surveyor agreement No/LOA No..... Any such demand made on the Bank by PEC shall be final and conclusive and binding on us as regards the 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,5,00,000/-

2. We also undertake to pay to PEC any money so demanded notwithstanding any dispute or disputes raised by applicant or any other party in any proceedings pending before any Court of Tribunal, our liability under this presents being absolute and unequivocal. The payment made by us under Guarantee this shall be valid discharge of our liability for payment therein and the applicant shall have no claim against us for making such payment.
3. We further agree that PEC shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or extend and encashment of Guarantee any of the powers exercisable by PEC against the said applicant and to forebear or enforce any part of the terms & conditions relating to the said tender notice and we, shall not be relieved from our liabilities under this guarantee by reasons of any such variations or extensions being granted to the said buyer/ Clearing Agent or for any forbearance Act or Omission on the part of PEC, or any indulgence by PEC to the Applicant or by any other matter or thing under the relating Contract would, but for this Provision have the effect of so relieving us from our liability under this performance guarantee.
4. This Guarantee is valid for a period of 365 days (one year) from the date of issue and claim against this Guarantee can demanded on us upto six months from the date of expiry of Guarantee period and we undertake to pay the amount to PEC by demand draft across the counter.
5. We shall forthwith irrevocably bind ourselves and undertake to pay to PEC the amount claimed by it up to the amount guarantees hereunder. In case the Bank fails to pay the amount to PEC on the date of PEC's demand in writing, then the Bank shall be liable to PEC over and above the amount claimed by PEC interest thereon @ 18% per annum from the date of claim upto the date of actual payment and the aforesaid Guarantee shall stand enhanced to the extent of the said interest payable by the Bank as aforesaid and for the period delayed by the Bank for the payment of Bank Guarantee to PEC. The payment of interest by the Bank on delayed payment as aforesaid shall not prejudice in any other manner any other legal right of PEC against the Applicant under this Guarantee.
6. We, undertake not to revoke this Guarantee during its currency except with the previous consent of PEC in writing.
7. This Guarantee will not be discharged due to change in the constitution of the Bank or the applicant.
8. Notwithstanding anything contained herein, our liability under this Guarantee shall be limited to a sum of Rs.....(in words)..... And shall stand completely discharged and the right of PEC under this Guarantee shall stand extinguished if no claim is made upon us in writing on or before.....

We have the power to issue this Guarantee in your favour under the charter of our Bank and the undersigned has full powers to execute this Guarantee under the Power or attorney Guaranteed to the undersigned by the Bank.

Signed and delivered this.....day of....., 2017 at Delhi.
Sign. Of Authorised Official of Bank

Witnesses

PRICE BID

A. Inspection of supply of Goods and Inspection of completed solar project along with necessary certificates from following Locations:

Capacity/Location	North Region (Price in INR per Kwp)	East Region (Price in INR per Kwp)	West Region (Price in INR per Kwp)	South Region (Price in INR per Kwp)
1 Kwp-100 Kwp				
101 Kwp -500 Kwp				
501 Kwp- 1 Mwp				

States covered under per region:

North Region: Jammu & Kashmir, Himachal Pradesh, Punjab, Haryana, Uttarakhand and Uttar Pradesh.

East Region: Bihar, Jharkhand, Odisha, Jharkhand, West Bengal, Sikkim, Meghalaya, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram and Tripura.

West Region: Rajasthan, Gujarat, Madhya Pradesh, Maharashtra and Chhattisgarh.

South Region: Karnataka, Telangana, Andhra Pradesh, Kerala and Tamil Nadu.

Rate quoted region wise shall be all inclusive (a consolidated one including travel, boarding & lodging and necessary test equipment's), which shall be inclusive of cost of all the mentioned services as per clause no. 4 as per scope of work in draft agreement (Annex. III).

However the quoted price should be exclusive of Taxes (Taxes will be paid at actuals)

Sign.
With Stamp & Date

ANNEUXRE-III

CONTRACT FOR THIRD PARTY INSPECTION SERVICES

This agreement is made on ___day of, 2017 between PEC Limited, (address,telephone, fax, mail ID of H Q Delhi INDIA, hereinafter called “PEC” (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part, AND M/s (**Name & address, telephone, fax, mail ID of inspection Agency**) hereinafter called the AGENCY (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the other part.

WHEREAS PEC has agreed to appoint the Agency for third party inspection of solar projects installed by PEC and to provide necessary test certificates as per MNRE guidelines.

NOW it is hereby mutually agreed and declared by and between the parties hereto as follows:

1. Scope of Work

1. 1. **First Inspection:** After completion of supply of major items, inspection to ensure compliance of supply of materials at the sight as per bill of supply.
- 1.2. **Second Inspection:** After Installation, Inspection to be carried out as per specification of Purchase Order / Bill of Material / Quality Assurance plan / Drawings / Datasheets.
- 1.3. Ensuring Test certificates and Quality/ Technical standard Certificates for materials, as applicable.
- 1.4.. Final inspection for Quality / Quantity, as per requirement for Performance test.
- 1.5. Project completion / Final Inspection report (Output capacity and functioning of the installed project should be inspected with respect to the said /designed capacity and a report/certificate should be given accordingly.)
- 1.6. Any other activities / Work not specifically mentioned above, but required to complete final inspection / Certification/functioning of the plant.
- 1.7 Agency shall be responsible for employing suitable labor/ works men at the site as per the prevailing labor laws of India i.e., The Contract Labor (Regulation and Abolition) Act, 1970 and Workmen’s Compensation Act and PEC shall not be responsible for any claims arising due to any mishappening/accident of workmen deployed by the agency. It shall also be the sole responsibility of the agency.

2. Maintenance of Records

- 2.1 The Agency shall maintain proper date record of items supplied at sight and submit to PEC after 1st and 2nd Inspection.
- 2.2 The Agency shall obtain Insurance Policy in respect of Workmen deployed by it to cover the workmen's compensation to be paid in case of accidents/ mis-happening arising out of any activity in the course of employment.
- 2.3 Without prejudice to any other provisions in this Contract , the Agency shall be bound to keep "PEC" or any representative or employee of PEC and its properties and assets fully indemnified at all times notwithstanding the expiry of the contract against any action, claim or proceedings for any reason whatsoever or under any applicable provision of law, rules, regulations, bye-laws, notifications, direction or order enforceable by law for anything done or omitted to be done by the Agency in contravention of such provisions etc., for the infringement or violation thereof by him in the course of execution or completion of the work under this contract, and if as a result of any such action, claim or proceedings the Agency or such representative of PEC as the case may be, is adjudged to be liable to penalties or to pay any compensation, the same shall be the liability of the Agency and , if PEC is required for any reason to take over the liability, PEC shall deduct all such amount arising out of such liabilities from the security deposit/Performance Guarantee lying with PEC under this contract or any other contract/agreement without prejudice to any other right/remedies available with PEC in law or otherwise.
- 2.4 The rates mentioned in Price Bid shall include all costs and expenses and excluding all taxes GST etc (Taxes will be paid at actuals) and Agency is responsible for effecting all payments to laborers and adhering to all statutory requirements thereof.

3. Performance Bank Guarantee

Within seven (7) working days of the issuance of LOA, the Agency shall provide Performance Bank Guarantee in the prescribed format provided by PEC from any Scheduled Bank excluding Co-operative Banks/Gramin banks for **Rs.5,00,000/- (Rupees Five Lakh)** for proper performance of Agreement. The BG shall be valid for a period of one year initially from the date of issuance in India. PEC shall be within its right to invoke the PBG at its sole discretion towards the sums payable under this Agreement for any breach by the Agency. The PBG should be en-cashable at the counter of any Scheduled Bank in India on first demand.

4. Rates

- 4.1 The Agency shall be paid an all-inclusive rate of Rs.....(Rupees) per Kwp for all the work assigned to the Agency. This rate is a consolidated one and shall be

inclusive of cost on all the mentioned services, Labour, testing equipment, travelling, boarding, lodging.

- 4.2 The rates agreed with the Agency shall be in force during the pendency of the tender contract. There shall be no escalation in rates agreed to for whatsoever reason.

5. Taxes

- 5.1 Any Statutory Tax levied by the Central/State Government for undertaking the jobs stated in the tender/contract during the currency of the Agreement shall be paid at actuals by PEC.
- 5.2 Income Tax or any other tax levied by State/Central Govt. during the pendency of the Agreement would be deducted from the bills of Agency as per rules and a statement to this effect would be issued on completion of transaction at the time of final settlement of bills.

6. Submission of Bills

- 6.1 The Agency shall submit their bills on project basis after completion of final testing, strictly as per rates specified in Clause 4.1 above. PEC will process the bill and arrange to release amount as per Clause 4.1 above and clause 7 below.

While releasing payment to the Agency, following deductions shall be made from the bills:-

- 6.2.1 TDS, if any, as per prevailing provisions of the Income Tax Act and any other tax levied by the State/Central Govt. during the currency of the agreement.
- 6.2.2 Losses or Damages suffered by PEC for delay by inspection agency in execution beyond schedule given by PEC.
- 6.2.3 Amount due from the Agency, on any other account under this contract or any other contract.
- 6.2.4 Loss or damage to property at the inspection sight/installed project, on account of negligent working of labourers of Agency.
- 6.2.5 Bills received after 90 days of the execution of the job shall not be entertained by PEC, unless satisfactory explanation is given by the Agency for the delay.

7. Payment Schedule

- 7.1 Upon satisfactory completion of work services, submission of reports / documents as asked by PEC under clause No: 1 of the contract payment will be released to Agency within 15 working days.
- 7.2 Agency will be required to submit Invoice/ bills along with all relevant documents needed for releasing the payment.

8. Claims

- 8.1 No claim for any miscellaneous or sundry expenses, incurred by the Agency shall be entertained by PEC. However, if the Agency wants to lodge any claim arising out of this Tender it will be required to submit the same to PEC Delhi with supporting documents/details within a period of 90 days from the final report submission of that particular project. PEC shall not entertain any claim on any account from the Agency after expiry of above period of 90 days.

9. Rights of PEC

- 9.1 PEC reserves the right to appoint one or more third party inspection Agencies within the same territory.
- 9.2 In the event of Agency not observing any of the terms and conditions (PEC's opinion shall be final & binding), PEC has right to terminate the contract and to make alternative arrangements and also recover from the Agency all consequential losses suffered by PEC.
- 9.3 PEC reserves the right to appoint any outside Agency to supervise any or all the operations at any point of time at its cost.
- 9.4 PEC has right to inspect the materials and installed project at any time and verify relevant records/documents.

10. Subletting of Contracts

The Agency shall not sub-contract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly without the previous written permission of PEC. For any subcontract entered into by the Agency with the consent of the PEC the Agency Shall continue to be entirely and solely responsible for the execution of the Contract by such sub-contractor.

11. Arbitration

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of PEC. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings. The venue of arbitration shall be Delhi.

12. Force Majeure

- 12.1 During continuance of the Contract, the PEC shall not be held liable or responsible for any

loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond PEC's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

- 12.2 If by reason of any cause beyond the control of PEC there is any curtailment or suspension of services, then PEC shall be excused from the obligations to that extent and PEC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.
- 12.3 If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- 12.4 The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

13. Indemnity

The Bidder/Agency shall keep PEC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Contract.

14. Amendment

Any alternatives/ amendments, changes modifications, addition/deletion to this tender shall be valid only when both the parties to said Contract mutually agree in writing and sign the amendment(s).

15. Notices

Any notices by either party to the other shall be deemed to have been properly given if sent by Speed Post or e-mailed to the said party by registered post at the address set forth in the preamble to the tender contained herein unless and until another address shall have been specified in writing by either of the parties to the tender.

16. Validity

- 16.1 This contract shall be valid for a period of one year commencing from the date commencement of the inspection by the Agency.

- 16.2 PEC reserves the right to extend this contract for further period of 3 (three) months on existing prices, terms & conditions at its sole discretion. In case of further extension of period beyond 3 months, the contract may be extended with mutual consent of both the parties.
- 16.3 PEC may terminate the agreement at any time before expiry of said period or of extended period, if any, if the performance of Agency is not satisfactory, in which PEC's opinion shall be final, conclusive and binding. Such termination shall be effective from the date specified in notice issued in writing to the Agency. If the Agency fails to do job, perform, render, execute, fulfill keep, carry out, handle any, each and every of their work, services, obligations, responsibilities and liabilities hereunder, PEC shall in its sole discretion will be entitled to terminate the work awarded to the Agency hereunder at their risk, cost and consequences and without involving PEC in any liability in that regard. In such an event, PEC shall be entitled to make alternative arrangements for getting the work and services awarded to the Agency hereunder and the Agency will be liable to make good to PEC the loss, damages and costs and expenses which PEC may have to suffer or bear as a result of its having to make such arrangements.
- 16.4 In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation or clarification provided by PEC shall prevail and shall be final and binding on the Agency.
- 16.5 In the case of terminating the Agreement, during the notice period, both parties shall make settlement of outstanding payments and return all relevant documents belonging to each party.

17. General Terms

- 17.1 PEC shall not bear any expenses on account of STD/Trunk Call, Fax, e.mail or courier sent to PEC Office(s).
- 17.2 The Agency shall have to undertake necessary liaison/follow-up with project setting up agency as may be required, for smooth operation of Agreement from time to time.
- 17.3 Throughout this tender period, Agency shall undertake and perform all operations to the satisfaction of PEC.
- 17.4 It is expressly understood and agreed by and between PEC and Agency that PEC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that PEC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Agency expressly agrees, acknowledge and understand that PEC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be

liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Agency hereby expressly waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counter-claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this agreement during the validity of the Agreement.

18. Disclosure

The associate hereby agrees that in case he commits a default in the payment or repayment of any amount due against them, PEC will have an unqualified right to disclose or publish the details of the default including the name of Associate and its Director/Partners, as applicable. The associate hereby also authorizes PEC to exchange, share or part with all the information relating to the party's details and repayment history information and all the information pertaining to and contained in the terms or as expressed in the Agreement to relevant Government authorities/departments

19. Confidentiality

This Agreement, its provisions and existence, as well as any Commercial Data including Price or Technical data and any information provided in accordance herewith to the other party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable Law or Authorized in writing by the other party.

All such information shall be used by the other party only for the purpose of performance of this Agreement.

The restrictions here-in-above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The parties hereto agree to keep as confidential all documentation furnished or received by either party at any time in connection with this Agreement.

This provision, as far as practicable, shall apply to all the concerned officials of either party. This clause shall survive upon termination of this Agreement.

SIGNATURES OF
AUTHORISED SIGNATORY
OF THE AGENCY

SIGNATURE OF
AUTHORISED SIGNATORY
OF PEC LIMITED

ANNEXURE IV

TECHNO-COMMERCIAL BID

1. Name & communication address of Bidder

Website address & Email ID_____ Mob. No._____

2. Names of sole proprietor/partner/Director,

3. Name & Designation of the Authorized Signatory & contact person

4. Full Address, Telephone number, fax number, mail ID.

5 Whether the agency is agreeable to enter into agreement for a period of One Year.:_____.

6 **Financial Details (All figures to be mentioned in Rs.)**

Financial Year	Turnover (In Rs.)	Net Worth as on close of FY (Rs. In Crore)
2016-17		
2015-16		
2014-15		

7 **Details of experience with Orders executed**

Years	Number of Client	Solar Project Handled	Qty. Handled (Kwp)	Value of work executed (Rs.) Lakhs
2016-17				
2014-15				
2013-14				

8 Name, address, account number, IFSC/NEFT code of the banker_____

9 Income Tax permanent account no of the bidder (certified copy as proof to be enclosed)____

10 GST Number (certified copy as proof to be enclosed)_____

We do hereby declare that the above details are correct to the best of my knowledge and belief and nothing has been concealed thereof.

Sign of Bidder with Stamp:

Place:

TENDER NO: PEC/DEL/SOLAR/TPS /2017-18/01 Dated 26.09.2017

ANNEUXRE- V

List of documents to be submitted along with the price bid:

1. Last 3 financial years audited balance sheet (FY 2016-17,2015-16,2014-2015)
2. List of similar third party inspections handled by the agency for last 3 financial years. (Minimum 2 per financial year)
3. Letter of Authorization stamped with specimen signature
4. Letter of undertaking for not being blacklisted.
5. Necessary certificate from authorized body for third party solar project inspection.
6. List of mobile testing equipment.
7. The company should provide testimonials for having rendered good service to their customers.
8. GST Number
9. PAN card copy.