

SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



Tender No: SECI/C&P/IPP/11/0001/21-22

Date: 10/12/2021

Solar Energy Corporation of India Limited (hereinafter called “SECI”), invites bids from experienced and reputed service providers to participate in the limited tender for “ **Engagement of the agency to provide the services of generation forecasting, load forecasting and liaison works for SECI 10 MW (AC) Solar PV Power Plant at DRDO, Kolar, Karnataka, India**”

For the implementation of abovementioned work, Bidders should submit their Bid proposals complete in all respect in separate sealed covers, super-scribed with “**Engagement of the agency to provide the services of generation forecasting, load forecasting and liaison works for SECI 10 MW (AC) Solar PV Power Plant at DRDO, Kolar, Karnataka, India**” & should be sent to SECI office at the following address so as to reach on or before **20th December, 2021** positively to

Sh. Kartik Ganesan

Dy. Manager (C&P)

Solar Energy Corporation of India Limited

6th Floor, Plate-B, NBCC Office Block Tower- 2

East Kidwai Nagar, New Delhi- 110023

Telephone: 01124666200, Extension 273

E mail: contracts@seci.co.in

Bidders shall submit the Tender proposal, complete in all respect as per the Bid Information sheet.

DISCLAMIER:

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects.
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Tender Document including all formats and Annexures.
3. While this Tender has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.

BID INFORMATION SHEET

Tender No. & Date	Tender No: SECI/C&P/IPP/11/0001/21-22 Dated: 10/12/2021				
Broad Scope	Engagement of an Agency to provide the services of generation forecasting, load forecasting and liaising works for SECI 10 MW (AC) Solar PV Power Plant at DRDO Premises, Kolar, Karnataka, India				
TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td><input type="text"/></td></tr><tr><td>TWO BID SYSTEM</td><td><input type="text" value="Yes"/></td></tr></table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input type="text" value="Yes"/>
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TYPE OF RfS/ Bid	<table><tr><td>E-TENDER</td><td><input type="text"/></td></tr><tr><td>MANUAL</td><td><input type="text" value="Yes"/></td></tr></table>	E-TENDER	<input type="text"/>	MANUAL	<input type="text" value="Yes"/>
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DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)	<table><tr><td>APPLICABLE</td><td><input type="text"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text" value="YES"/></td></tr></table> <p>The NIT document is Free of Cost.</p>	APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input type="text" value="YES"/>
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BID PROCESSING FEE (NON-REFUNDABLE)	<table><tr><td>APPLICABLE</td><td><input type="text"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text" value="Yes"/></td></tr></table>	APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input type="text" value="Yes"/>
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EARNEST MONEY DEPOSIT (EMD)	<table><tr><td>APPLICABLE</td><td><input type="text"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text" value="Yes"/></td></tr></table>	APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input type="text" value="Yes"/>
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NOT APPLICABLE	<input type="text" value="Yes"/>				

	Earnest Money Deposit is Not Applicable for this tender. Only, Bid Securing Declaration is to be submitted in line with the form as provided under Section VI, Sample Forms & Formats	
CONTRACT PERFORMANCE SECURITY	APPLICABLE	<div style="border: 1px solid orange; padding: 5px; text-align: center;">Yes</div>
	NOT APPLICABLE	<div style="border: 1px solid orange; height: 30px; width: 100%;"></div>
Last date & Time of submission of Bids	20/12/2021 up to 1800 HRS	
Name, Designation, Address and other details (For Submission of Response to NIT)	Sh. Kartik Ganesan Dy. Manager (C&P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower- 2 East Kidwai Nagar, New Delhi- 110023 Telephone: 01124666200, Extension 273 E mail: contracts@seci.co.in	
Details of persons to be contacted in case of any assistance required	1) Mrs. Anita Mohan Goel Senior Manager (PS)-Project-I Ph: 011-24666232 2) Mr. Sandeep Rana Senior Manager (C&P) Ph:01124666231 3) Mr. Kartik Ganesan Deputy Manager (C&P) Ph: 011-24666273	

1. INTRODUCTION

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise, under Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2 Solar Energy Corporation of India Limited (SECI) has established 10 MW Solar PV Plant for Defense Research and Development Organization (DRDO) at DRDO premises, Kolar, Karnataka (“SPV Plant”). The Power generated from the plant is consumed by DRDO (who is the beneficiary) having consumption points at Bangalore through KPTCL grid by Wheeling and Banking (W&B) arrangement. The Plant was commissioned on 23.10.2020 with the commercial operation date (COD) as 03.11.2020. The wheeling and banking agreement between SECI, KPTCL and BESCOM was signed on 03.11.2020. As per wheeling and banking agreement, it is required to submit “C”-Form containing details of forecast wheeling energy at least 15 days prior to commencement of wheeling of every month for processing of DRDO consumption bills, for which an agency is required to provide the services to Solar Energy Corporation of India Limited (SECI) for generation forecasting and load forecasting work including coordination with BESCOM, KPCTL, DRDO and MES.
- 1.3 The bidder should be a reputed service agency having experience in the field of Generation forecasting, Load Forecasting and Liaising work with DISCOM.
- 1.4 The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must be furnished. Failure to provide the information and/ or documents as required may render the bid unacceptable.
- 1.5 The Bidders shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all work he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

2. SCOPE OF WORK

The scope of services to be provided by the agency shall comprise the following activities:

- i) **Forecasting of the Wheeling Energy:**

- a. At least 15 days prior to the commencement of wheeling, (i.e. on or before 15th of every month), the service agency shall submit in writing, the list of DRDO's various unit consumptions to wheel power indicating the quantum of power to be wheeled in "C" - Form to BESCOM with the approval of SECI.
- b. Form "C" contains quantum of energy to be wheeled which will be calculated by the service agency based on the actual generation of the SPV Plant to be collected from project site and actual consumption/load of the DRDO offices/MES substations (based on the electricity bills etc) for first 14 days and for the remaining 16/17 days, the service agency will carry out prediction / forecasting for energy generation from the SPV Plant and energy consumptions of the DRDO offices/ load points.
- c. The service agency will track the solar energy generation and DRDO consumption data and calculate the banked energy, if any. The service agency will continue monitor that the banked energy of previous months, if any, will be utilised while forecasting the wheeling energy for future period. At the end of every year the Banked energy with the BESCOM should be "Nil".

ii) Submission of Form "C" & Coordination with BESCOM / KPCTL

- a. Form- "C" containing details of quantum of wheeled units and (Banked units, if any) for the ongoing month will be signed by SECI. The signed "C" Form will be submitted to BESCOM head office on/before 15th of every month. Receiving copy of submitted Form- "C" will be submitted to SECI.
- b. BESCOM head office issues OM (Official Memorandum) regarding wheeling energy details generally in the last week of every month. The Service agency will follow-up and collect the OM from BESCOM Head office and submit it to the BESCOM branch office (E10) / any other relevant office for accounting the same in the DRDO bills. Receiving copy of submitted OM to be submitted to SECI.
- c. In case of any addition or deletion to the list of consumers or change in power allocation to the existing consumers is required, the service agency shall coordinate with the BESCOM / KPCTL for their approval in consultation with SECI.

iii) Coordination with the Consumers / DRDO / MES

Service agency shall collect the Electricity bills on monthly basis from MES (Military Engineering Services) which is the utility service provider of DRDO to ensure that the wheeled energy is reflected in the DRDO bills (i.e DRDO has consumed the wheeled units) and prepare a reconciliation statement of energy wheeled and energy consumed on monthly basis. In case of doubt or any discrepancy is found between the two, the service agency will intimate the same to SECI and will take up with the BESCOM head office and

respective BESCOM branch office to resolve the same. Copy of bills to be shared with SECI.

iv) Submission of Form B (JMR)

Joint Meter Reading (Form B) will be signed between DRDO and SECI based on Form-B signed between BESCOM, KPTCL and SECI in the first week of every month. Signed copy of Form-B (Joint Meter Reading) signed between BESCOM, KPTCL and SECI to be collected from project site and shall be submitted to BESCOM head office in the first week of every month (latest by 7th). Receiving copy of Submitted Form-B to be submitted to SECI.

v) Coordination with SECI:

SECI Invoice to be collected from SECI and shall be submitted to DRDO/EMU Bangalore for payment recommendation and get it processed to DRDO Hyderabad for payment. Payment recommendation copy to be collected from DRDO / EMU Bangalore and shall be submitted to SECI.

BESCOM bill to SECI to be collected timely in coordination with BESCOM and the same to be submitted to SECI through email for processing the bill without any delay as the payment to be done within 15 days from the generation of bill. Once the bill gets processed, Demand Draft shall be collected from SECI and needs to be submitted to BESCOM head office and SLDC/KPTCL office. Receiving copies of the submitted Demand Draft to be submitted to SECI & intimation letter to be submitted in PPA section, BESCOM.

vi) Any other activity pertaining to the scope and coordination with various bodies such as BESCOM, KPTCL, DRDO, MES, SECI as per the requirement etc.

vii) The above scope of the service agency may be amended by SECI as per the applicable KERC regulations/orders issued from time to time.

3. METHOD OF BID SUBMISISON

The bid shall be submitted by the Bidder under “Single Stage - Two Envelope” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

The Techno Commercial & Price Bids in response to this bid Document shall be submitted by the Bidder in the manner as provided below.

A. ENVELOPE- I (TECHNO COMMERCIAL ENVELOPE)

I. Offline Documents

Offline documents of the bid shall comprise of following documents to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear {the name of Tender, the Tender No. and the words ‘DO NOT OPEN BEFORE’ (due date & time)}.**

Contact Persons Name: Mr Kartik Ganesan

- (a) Original Non-Refundable Tender Processing Fee (if applicable) as mentioned in Bid Information Sheet
- (b) Original Non-Refundable Cost of Tender Document, if applicable
- (c) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Form-I
- (d) Bid Securing Declaration in original as per 'Format-III A' or as prescribed
- (e) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Format-X')
- (f) Copy of Board Resolution
- (g) Certificate of Incorporation
- (h) 'Bidder's General Information', as per 'Format-II'.
- (i) 'No Deviation Confirmation', as per 'Format-VIII'
- (j) 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Format-XII'
- (k) 'Bidders Experience as per 'Format-VI'
- (l) Format of Chartered Accountant certificate for financial capability of the bidder as per 'Format-VII'
- (m) 'E-Banking Format as per 'Format-IX'
- (n) Document showing annual turnover for the financial years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format-VII
- (o) Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory).

B. ENVELOPE- II (FINANCIAL ENVELOPE)

The bid for Second Envelope (Price – Part), as per the format “Format-V”, shall be duly filled. Envelope shall be super scribed as “ Financial Bids for Limited Tender for the Engagement of the agency to provide the services of generation forecasting, load forecasting and liaison works for SECI 10 MW (AC) Solar PV Power Plant at DRDO, Kolar, Karnataka, India ”.

- i) The prices quoted in the financial bid should be without any conditions.

- ii) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Format V
- iii) The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- iv) The Financial bid shall be on a fixed price basis and, no price variation on any account shall be considered.
- v) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- vi) Prices quoted will be firm for the entire period of Contract.
- vii) It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the financial bid.
- viii) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- ix) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- x) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in the Form of Bid, his tender may be summarily rejected.
- xi) If there is a discrepancy in the Unit Rate mentioned against each individual item & the total price, then the unit rate for the items individually will be taken as final & binding.
- xii) However, it is to be clearly noted that SECI shall be under no obligation to accept and /or award the contract to the lowest bid offered by any bidder for the mentioned services in this tender.

4. EVALUATION OF BIDS

A. Technical Evaluation

i. Technical Proposal: The bids, which are determined to be substantially responsive, shall be evaluated by the SECI. SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder. The Bidders are required to submit their bids as per formats provided under Section: Forms & Formats.

B. Financial Evaluation

i. Financial Proposal: The Financial Bids of the techno commercially qualified bidders will be opened and will be ranked in terms of their total evaluated cost. The least cost bid will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3, etc. The lowest (L1) cost bidder will be determined as the final successful bidder. Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation / selection criteria. In case tie at any position, the preference will be given to the bidder who have higher the MAAT (Minimum Average Annual Turnover).

5. GENERAL CONDITIONS

a. Non-Transferable Bid

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

b. Deviations

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original Tender documents. If the bidder has any observations, the same may be indicated in his forwarding letter along with the bid. Bidders are advised not to make any corrections, additions or alterations in the original Tender documents. If this condition is not complied with, bid is liable to be rejected.

c. Deadline for submission of bid

The bid duly filled must be received by SECI at the address specified not later than the date and time mentioned in the “**Bid Information Sheet**”. Bid received later than the deadline prescribed for submission of tender by SECI will be liable for rejection.

d. Withdrawal of bid

No Tender can be withdrawn after last date of bid submission and during tender validity period. Submission of a tender by a bidder implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors having any bearing on the required job.

e. Clarification of the bid

To assist the examination, evaluation and comparison of the tenders, SECI may at his discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be either sought or permitted. Above clarification and their response shall form part of the tender and shall be binding on the bidder.

f. Examination of the bids

SECI shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the SECI.

However, SECI may seek clarifications to ascertain the actual facts & Technicalities. In case of tenders containing any conditions or deviations or reservations about contents of tender document, SECI may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. SECI's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

g. Canvassing

No bidder is permitted to canvass to SECI on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

h. Right to accept any bid or reject all bids

SECI reserves the right to accept, split, divide, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the SECI shall deem such bid as invalid.

6. Award of Contract

a) SECI will intimate the selected bidder for **“Engagement of the agency to provide the services of generation forecasting, load forecasting and liaising works for SECI 10 MW (AC) Solar PV Power Plant at DRDO Premises, Kolar, Karnataka, India”** whose bid have been determined to be successfully qualified after evaluating the laid down Techno Commercial evaluation criteria.

b) SECI will Intimate/notify the successful bidder in writing, through intimation/notification that his bid has been accepted. The notification/Intimation would be sent in duplicate to the successful bidder who will return one copy to SECI duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the notification/intimation. The date of commencement of services will be notified to the successful bidder in the notification/intimation letter issued. No correspondence will be entertained by SECI from the unsuccessful bidders.

c) Successful Bidder will have to enter a detailed contract agreement with Solar Energy Corporation of India Limited, New Delhi within **30 (Thirty) days** of intimation/Notification/issue of award on non-judicial stamp paper of Rs.100/- (Rupees one hundred only).

7. Cancellation of Contract

SECI reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the SECI on the following circumstances:

i) The bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.

- ii) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- iii) The bidder goes into liquidation voluntarily or otherwise during the execution of contract.
- iv) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- v) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, SECI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the SECI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

8. Important notes

- i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- ii) If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, SECI reserves the right to reject such response to Tender Document and/or cancel the Contract Agreement.
- iii) Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of SECI in this respect shall be final and binding.
- iv) The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the installation and commissioning. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- v) SECI may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- vi) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- vii) Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- viii) Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- ix) SECI reserves the right to delete items from the schedule of requirements specified in the tender. SECI also reserves the right to alter the quantity and vary specifications.
- x) SECI reserves the right to make any changes in the terms and conditions of the tender.

xi) SECI shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.

xii) SECI will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

xiii) All documents, instructions, operation, manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between the SECI and the Bidder shall be in English language.

9. Contract Performance Security (PBG)

a) Against the contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award from Owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format attached and which shall be for 03% of the total Contract Value and shall be valid up to 15 (Fifteen) months from the date of issue of award. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the owner (Solar Energy Corporation of India Limited).

Bank Guarantee towards Contract Performance Security shall be from any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of (Solar Energy Corporation of India Limited).

b) The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the bidder should furnish additional Contract Performance Security on proportionate basis of the percentage for the additional amount in excess to the original contract value. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.

c) Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the NOA, in case Contract Performance Security is not

submitted within 40 (Forty) days from issuance of NOA. However, total project completion period shall remain same. Part Security shall not be accepted.

d) If the bidder or their employees or the bidder's agents and representatives shall damage, break, deface or destroy any property belonging to the Employer or others during the execution of the Contract, the same shall be made good by the bidder at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the bidder (for which the certificate of the Engineer-in-Charge shall be final).

e) All compensation or other sums of money payable by the bidder to the Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the bidder by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the bidder shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.

10. Payment Terms

i. The final contract value shall be divided into twelve equal payment instalments for equal monthly payments. SECI shall pay the monthly payment invoices within 30 days of the submission of duly certified invoices, against the reflection of wheeled energy in DRDO bills and SECI invoices certification from DRDO Bangalore. The payment may be withheld in case non-satisfactory deliverables & in all such cases, SECI's respective comments will be shared with the service agency within the 15 working days' time period. The agency shall thereupon promptly incorporate the required corrections and thereafter only, further payments shall be released.

ii. If agency is unable to submit Form- "C" according to utilization of entire generation during the wheeling and banking period, SECI shall levy liquidity damages as per provisions mentioned in the tender document.

NOTE

- i. The tenderer has to quote in the prescribed price bid format ONLY. Quoting in any other manner will not be entertained.
- ii. The quoted price shall be inclusive of all.
- iii. Tender with over-written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.

- iv. SECI takes no responsibility for any loss of documents/ delay/ non-receipt of tender specification/ tender sent by post or by any other arrangement.
- v. Tenders received after due date & time will NOT be considered.
- vi. The offer should be valid for a **period of 180 days** from the date of opening of tender, failing which the tender will be liable for rejection.
- vii. The rate quoted should be FIRM and in Indian Rupees.
- viii. Payment will be released only on submission & verification of original invoice of Invoice/Bill duly completed in all respect, certified by Engineer-in-Charge of SECI and NO advance payment will be allowed.
- ix. The Company reserves the right to change, amend, modify, suspend, continue or terminate all or any part of the Tender either in an individual case or in general, at any time without notice.

11. Deliverables and Timelines:

- i. Deliverables: The service agency shall be required to furnish deliverables to SECI within the time limit as given hereunder;

S. No.	Activities of Project	Time frame
1	Form- "C" containing details of wheeled units for the ongoing month needs to be calculated and submitted to BESCOM head office on/before 15 th of every month for which actual generation details of plant, actual consumption details of DRDO for the first 14 days to be collected from Project site and DRDO consumption points/MES substations respectively and the generation details of plant, consumption details of DRDO to be forecasted for the remaining days of month. Receiving copy of submitted Form- "C" to be submitted to SECI.	On or before 15 th of every month
2	OM (Official Memorandum) regarding wheeling energy needs to be collected from BESCOM head office and the same shall be submitted to BESCOM branch office (E10)/any other authorised division. Receiving copy of Submitted OM to be submitted to SECI.	On or before of 30 th of every month
3	Signed copy of Form- "B" (Joint Meter Reading) signed between BESCOM, KPTCL and SECI to be collected from project site and shall be submitted to BESCOM head office in the first week of every month. Receiving copy of Submitted Form -"B" to be submitted to SECI.	On or before 7 th of every month
4	Form- "B" (Joint Meter Reading) to be signed between DRDO and SECI on the basis of Form -"B" signed between BESCOM,	On or before 7 th of every month

	KPTCL and SECI in the first week of every month.	
5	Collection of Electricity bills from MES, the utility service provider of DRDO, is to ensure that the wheeled energy is reflected in the bills (and DRDO is benefitted for all the wheeled units) and if any doubt or discrepancy is found, the same shall be informed to SECI and resolved in consultation with BESCOM head office and BESCOM branch office (E10)/authorised division. Copy of bills to be shared with SECI.	On or before 7 th of every month
6	SECI Invoice to be collected from SECI and shall be submitted to DRDO/EMU Bangalore for payment recommendation and get it processed to DRDO Hyderabad for payment. Payment recommendation copy to be collected from DRDO/EMU Bangalore and shall be submitted to SECI.	On or before 10 th of every month
7	BESCOM bill to SECI to be collected timely in coordination with BESCOM and the same to be submitted to SECI through email for processing the bill without any delay as the payment to be done within 15 days from the generation of bill. Once the bill gets processed, Demand Draft shall be collected from SECI and needs to be submitted to BESCOM head office and KPTCL/SLDC office. Receiving copies of the submitted Demand Draft to be submitted to SECI & intimation letter to be submitted in PPA section, BESCOM.	Bill submission to SECI - Within 3 working days from bill generation date DD submission to BESCOM - Within three working day after collection
8	Coordination with BESCOM for seeking approval for any addition or deletion to the list of consumers or change in power allocation to the existing consumers in consultation with SECI.	Within 30 days after submission of application/letter

12. Liquidated Damages (LD)

12.1 The liquidated damages shall be levied to the service provider on the following scenarios

Sl.no	Scenario	As on date action by BESCO	Frequency of occurrence allowed to Agency	Service Provider Liquidity Damages
1	Delay in Submission of Form “C” beyond 15 th of every month.	Wheeling may not be considered by BESCO.	Only one time during the contract period will be allowed with Levy of LD.	<p>During that month the quoted monthly amount will be levied as LD by SECI.</p> <p>However, SECI shall submit the Form-“C” at the risk and cost of service provider</p> <p>Reoccurrence of such delay for more than 1 time will lead to termination of the contract.</p>
2	Actual generated energy is less than (<) Energy scheduled to be wheeled	SECI shall pay energy charges for the difference between scheduled energy and actual energy to SLDC at retail supply tariff specified in the electricity bills of DRDO.		<p>In this case, SECI shall claim the reimbursement of excess energy charges from DRDO.</p> <p>However, during that month the quoted monthly amount will be retained with SECI and shall be released after receipt of reimbursement amount from DRDO for that excess energy.</p>
3	Actual generated energy is more than (>) the Energy scheduled to be wheeled	The difference between actual wheeled energy and scheduled energy will be considered as Banked energy by DISCOM / BESCO which will be adjusted in the energy	All months Allowed.	The difference between the actual wheeled energy and scheduled energy shall be Banked with BESCO/ DISCOM which shall be adjusted in the energy consumption of DRDO in subsequent months by BESCO.

		<p>consumption of DRDO in subsequent months.</p> <p>The unutilized Banked energy at the end of the every financial year shall be deemed to have been purchased by BESCOM at 85% of the generic RE tariff determined by KERC from time to time.</p> <p>The above Banking charges may be amended by SECI as per the applicable KERC regulation /orders issued from time to time.</p>		<p>The Banked energy shall be reflected in the Form- “C” to be submitted to the BESCOM on monthly basis.</p> <p>All the Banked energy should be utilized with respective financial year.</p> <p>Any unutilized energy / Banked energy beyond the completion of financial year will be charged by (Rs.3.95 – 85% of the applicable generic RE tariff, as determined by the KERC from time to time)to Service Provider by SECI.</p> <p>= (Rs.3.95 – 85% of generic RE tariff) x Unutilized Banked energy with BESCOM).</p>
4	<p>Actual load / DRDO energy consumption is less than (<) Energy Scheduled to be wheeled</p>	<p>The difference between scheduled energy and actual load / energy consumption will be forfeited by BESCOM.</p>	Not allowed	<p>Rs.3.95 per kWh will be charged for the difference of energy which Scheduled to be wheeled Energy and actual load/DRDO energy consumption to the Service provider by SECI.</p> <p>Eg.: Energy scheduled to be wheeled for a particular month as per Form “C” is 100 units.</p> <p>DRDO actual energy consumption for that month is 80 units</p> <p>Difference of Energy:</p> <p>100-80 = 20 Units</p>

				LD applicable to service provider: Rs. 3.95/kWh x 20 kWh = Rs. 79/-
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12.2 The cumulative LD charges shall not exceed more than 10% of contract price.

12.3 It shall be the responsibility of the service provide to carry out detailed analyses of all factors / system constraint (not limited to) such as Grid outages, Equipment failure, Climatic conditions, Load variations of DRDO/MES etc. and accordingly carryout predictions / forecasting of power generation and load consumption data to be provided in Form “C” to enhance SECI’s revenue and profit.

12.4 However, if such failures happened after 15th to till month end, if any grid outages (during generation hours) and equipment failures at Plant end.

- i) If any equipment failure in the DRDO/KPTCL substations, the documentary evidence for such failure to be produced to SECI. SECI shall analyse the document and accordingly wavier of LD may be decided.

13 Period of Contract

- i) The contract period for the mentioned services is for a period of 12 (Twelve) months. Agency shall deploy its personnel and regulate their deployment as per the requirement to complete the assigned work on time.
- ii) SECI may decide to continue with the services of agency after one year of stabilized wheeling and banking and SECI billing process subject to satisfactory performance and terms and conditions and scope of services to be mutually agreed either through extension of the contract or through a new contract. The payments for the Services for the agency will be released by SECI for a period of contract. If contract period is ending between the financial year, then service provider agency must ensure the utilization of entire energy (including Banked energy) at the end of that particular month. If the energy is not utilized, the same shall be dealt as per LD provisions of this contract. However, SECI reserves its right to review and terminate the same before completion of the said period.

14 Termination for Insolvency

- i. SECI may at any time terminate the Contract by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this

event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SECI.

ii. **Termination for Convenience**

SECI, by written notice sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SECI's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

15 Successful Bidder Integrity

The Successful Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

16 Non-Disclosure

The successful bidder shall safeguard and keep the Confidential Information of SECI in confidence. The bidder shall not, without the prior written consent of the owner (SECI), disclose Confidential Information to any person or entity except to bidder's employees, officers and directors who have a need to know such Confidential Information for the Purpose and who are bound by the confidentiality obligations. The successful bidder shall ensure that each of such employees, officers and directors are made aware of the nature of the confidential information and shall at all times remain liable for the wrongful disclosure by such persons. Further, the bidder shall ensure not to disclose the Confidential Information to its affiliates, Holding Company/ Parents as well as Group Companies.

17 Others

The responsibility for ensuring the availability of all paraphernalia including Forecasting tools, laptop, computer software, internet connection, office stationery, vehicle etc. shall lie with the service agency. Since contract is on lumpsum basis, SECI will not pay any additional charges.

18 Force Majeure

18.1 Conditions for Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or

undeclared), revolts, riots, fires, floods, emergency, rebellions, explosions, hurricane, sabotage, any lockdowns imposed by the Government, civil commotions and acts and regulations of respective Government of the two parties, namely the Employer/ Owner and the bidder. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-Two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/ or works to be executed by the bidder are suspended by Force Majeure conditions lasting for more than 2 (two) months, the Employer/ Owner shall have the option to terminate the Contract or re-look into the Contract provisions.

18.2 Outbreak of War

18.2.1 If during the currency of the Contract there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work the bidder shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the Work, provided always that the Employer/ Owner shall be entitled, at any time after such out-break of war to terminate or re-look into the Contract by giving notice in writing to the bidder and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

19 SETTLEMENT OF DISPUTES

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion and whether before or after the determination of the contract shall be referred by the Contractor to the owner and the owner shall within a reasonable time after their presentation made and notify decisions thereon in writing. The decisions, directions, classification, measurements, drawings and certificates with respect to any matter the decision of which is specially provided for by these or other special conditions, given and made by the owner or by the Controlling Officer/Officer-in-charge on behalf of the owner, are matters which are referred to hereinafter as accepted matters and shall be final and binding upon the Contractor and shall not be set aside on account of any infirmity, omission, delay or error in proceedings, in or about the same or any other ground or for any other reasons and shall be without appeal.

In the event of any dispute or difference between the parties hereto as to the operation of this contract or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or as to the withholding by SECI of any certificate to which the Contractor may claim to be entitled to or if the owner fails to

make a decision within a reasonable time, then and in any such case, the Contractor after 30 days of presenting his final claim on disputed matter may demand in writing that the dispute or differences be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or differences and only such disputes or differences of which the demand has been made and no other, shall be referred to arbitration. Obligations during pendency of arbitration work under the contract, shall unless otherwise directed by the owner/Engineer, continue during the arbitration proceedings and no payment due or payable by the owner shall unless withheld on account of such proceeding, provided however, it shall be open for the arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.

20 ARBITRATION

Matters in question, dispute or differences to be arbitrated upon shall be referred to for decision to a sole arbitrator who shall be nominated person appointed by Management of SECI, whose decision shall be final and binding on the Contractor. The work shall be continued as per programme during the pendency of arbitration.

FORMS & FORMATS

Format-I

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company)

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower- 2
East Kidwai Nagar, New Delhi- 110023

Sub: Response to Bid Document-----dated ----- for Bid document for
..... at SECI.

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the Bid Document hereby submit our response to Bid Document. We confirm that in response to the aforesaid Bid Document, we including have not submitted more than one response to Bid Document including this response to bid Document. We are submitting application for Agency for at SECI.

1. We give our unconditional acceptance to the Bid Document, dated [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document.
2. Void
3. We have submitted our response strictly as per (Forms & Formats) of this Bid, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the bid Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
5. Familiarity with Relevant Indian Laws & Regulations:

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Bid Document, in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to the bid Document with formats duly signed as desired by you in the Bid Document for your consideration.
7. It is confirmed that our response to the Bid Document is consistent with all the requirements of submission as stated in the Bid Document and subsequent communications from SECI.
8. The information submitted in our response to the Bid Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Bid Document.
9. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
10. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred eighty (180) days from the date of opening of tender.
11. Contact Person

Details of the representative to be contacted by SECI are furnished as under:

Name :
Designation:
Company :
Address :
Phone Nos.:
Mobile Nos.:
Fax Nos. :
E-mail address:

12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

GENERAL PARTICULARS OF THE BIDDER

Name of the Consulting Agency/Firm (Bidder)	
Registered Office Address	
Address of the Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the Bidder/Company ever been debarred by any Govt. Dept. / Undertaking for undertaking any work.	
Bank Details (Name, Account No, IFSC Code)	
PAN No	
Whether the bidder/company is having any conflict of interest from participating in the proposed empanelment	Yes No
GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

PROFORMA OF BID SECURING DECLARATION

(The Bidder shall fill in this Form in accordance with the instructions indicated)

Date: [date (as day, month and year)]

Tender No.: [number of Tendering process]

To: [complete name of Employer]

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer/Owner for the period of time of 24 months starting from the last date of bid submission, if we are in breach of our obligation(s) under the Bid conditions, because we:

- i) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- ii) having been notified of the acceptance of our Bid by the Employer/Owner during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB/SCC clause.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder**

Title of the person signing the Bid

Signature of the person named above

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture/consortium specify the name of the Joint Venture/consortium as Bidder

****:** Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture/consortium, the Bid-Securing Declaration must be in the name of all members to the Joint Venture/consortium that submits the Bid.]

FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

PO/ Contract No.....

..... *[Name of Contract]*

To:

Solar Energy Corporation of India Limited

(A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower- 2, East Kidwai Nagar, New Delhi- 110023

Dear Sir / Madam,

We refer to the Contract ("the Contract") signed on*(insert date of the Contract)* between you and M/s *(Name of Consultant)*,

(or)

vide notification of award issued on *(insert date of the notification of award)* by you to M/s *(Name of Consultant)* having its Principal place of business at *(Address of Consultant)* and Registered Office at *(Registered address of Consultant)* ("the Consultant") concerning *(Indicate brief scope of work)* for the complete execution of the *(insert name of Package alongwith name of the Project)*

By this Bank Guarantee, we, the undersigned, *(insert name & address of the issuing bank)*, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/ Head Office at *(insert address of registered office of the bank)* do hereby irrevocably guarantee payment to you up to*(insert amount of PBG in figures & words)* upto and inclusive of *(dd/mm/yy)*.

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Owner declaring the Consultant to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Consultant to dispute or question such demand.

Our liability under this Bank Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Bidder, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [*value in words*] _____.
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.”

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded.”

FORMAT FOR BOARD RESOLUTIONS

(To be submitted on the Letter Head of the Bidding Company)

The Board, after discussion, at the duly convened Meeting on [*Insert date*], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. RESOLVED THAT Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Limited Tender for the “**Engagement of the agency to provide the services of generation forecasting, load forecasting and liaison works for SECI 10 MW (AC) Solar PV Power Plant at DRDO, Kolar, Karnataka, India** ” including signing and submission of all documents and providing information/ response to bid of Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

Certified True Copy

(Signature, Name and Stamp of Director/Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions follow the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FINANCIAL PROPOSAL

Covering Letter

(On Bidder's letter head)

[Date and Reference]

To,

**Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower- 2
East Kidwai Nagar, New Delhi- 110023**

Sub: Response to Limited Tender for the Engagement of the agency to provide the services of generation forecasting, load forecasting and liaison works for SECI 10 MW (AC) Solar PV Power Plant at DRDO, Kolar, Karnataka, India vide Tender Document No.-

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our company for **Limited Tender for the Engagement of the agency to provide the services of generation forecasting, load forecasting and liaison works for SECI 10 MW (AC) Solar PV Power Plant at DRDO, Kolar, Karnataka, India, New Delhi** as a Bidder.

I/ We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of tender or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the Tender Document.

FINANCIAL PROPOSAL

Format of Financial Bid for services of generation forecasting, load forecasting and liaison works for SECI 10 MW (AC) Solar PV Power Plant at DRDO, Kolar, Karnataka.

S.No	Description	Monthly service Charges for the services excluding GST (INR)	Total service Charges for the services for 12 months excluding GST (INR)	GST as applicable (INR)	Total service charges for 12 months for the services including GST (INR)
1	Price for services of generation forecasting, load forecasting and liaison works for SECI 10 MW (AC) Solar PV Power Plant at DRDO, Kolar, Karnataka				
2	Grand Total including GST in Words				

Authorized Signatory

Important Note:

1. Bidders are required to ascertain the correctness of amount related to all the applicable taxes/ duties/ levies as mentioned in the table above as it will largely impact during the L1 Price assessment at the time of evaluation of price bid.
2. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.

3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
4. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, SECI reserves the right to take decision accordingly.
5. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
6. All figures are to be rounded off to the nearest Rupee only.
7. In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the price bid format.
8. Variation in taxes, duties, levies etc. after award of job but within the Time schedule as mentioned in TENDER shall be to the account of SECI. Any variation in taxes, duties, levies etc. beyond Time schedule shall be to BIDDER's account. In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

Authorized Signatory

Name

Designation

Name of the Company

Address

TECHNICAL PROPOSAL*(Please fill all the information)*

	PARTICULARS	(To be filled by the bidder)	
1	Experience in the field of submission of form C (Wheeling energy) with BESCOM not less than Three Years as on date of bid submission date	Yes/No	
2	Experience of similar work in Institute/Academic Institute/Public Sector Undertaking/ MNC/ Corporate Sector. (Minimum at least three organisation)	Number of Organisations	
3	Experience of similar work specially in Government Departments / Institutions under Central Government/ State Government in India	Number of Organisations	

Note:

Prospective Bidders are requested to submit the necessary Documentary evidence including PO/WO/Completion Certificate/ Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders.

Format-VII**Format for Turnover for last 03 (Three) financial years**

(i.e. Current financial year up to date of submission of bid & 3 preceding financial years)

S No	Financial Year	Turnover	Remarks
1	2018-19		
2	2019-20		
3	2020-21		

In addition to the above, the Bidder has to submit the following documents /information:

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2021
- ii) In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the Management of the company

Date:

Signature of Chartered
Accountant with Seal

Seal and Signature of Bidder

Witnesses:

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY COPRORATION OF INDIA LIMITED

SUB:

BID NO:

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

E-Banking Mandate Form
(To be issued on Bidder letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9-digit MICR code

I/We hereby authorize Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the SECI responsible.

(Signature of vendor/customer)

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the NIT No dated issued by **Solar Energy Corporation of India Limited (SECI), New Delhi** including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information / responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above-mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

Signed by the within named

..... **(Insert the name of the executant company)**

through the hand of Mr.duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.

(Signature)

Name.....

Designation

2.

(Signature)

Name.....

Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s)

List of Banks

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	1. IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Indore	1. Bank of America NA
	2. Bank of Tokyo Mitsubishi UFJ Ltd.
	3. BNP Paribas
	4. Calyon Bank
	5. Citi Bank N.A.
	6. Deutsche Bank A.G
NATIONALISED BANKS	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.

11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	10. IDFC
19. Bank of Baroda	11. RBL
	12. South Indian Bank

The Performance Security issued by any Scheduled Commercial Banks as per RBI shall be acceptable.

**DECLARATION REGARDING BANNING, LIQUIDATION,
COURT RECEIVERSHIP ETC.**

(To be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date:

From: _____ (*Insert name and address of Bidding Company*)

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

6th Floor, Plate - B, NBCC Office Block Tower - 2
East Kidwai Nagar, New Delhi - 110 023

Sub: Bid for the Limited Tender for the “Engagement of the agency to provide the services of generation forecasting, load forecasting and liaison works for SECI 10 MW (AC) Solar PV Power Plant at DRDO, Kolar, Karnataka, India”.

Dear Sir / Madam,

We hereby confirm that we are not on Banning List by Employer/ Owner or Public Sector Project Management Consultant due to “poor performance” or “corrupt and fraudulent practices” or any other reason or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Employer/ Owner or the Ministry of New & Renewable Energy.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of Employer/ Owner that we have given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to Employer/ Owner by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal: