



**Request for Selection (RfS) Document  
for  
Selection of Charging Station Operator (CSO) for  
Supply, Erection, Testing, Commissioning, Operation  
and Maintenance of 01 (One) Electric Vehicle (EV)  
Captive Charging Station (CCS) in the premises of  
National Capital Region Transport Corporation  
(NCRTC) building at INA, New Delhi (EV-I)**

**RfS No. SECI/C&P/OP/17/005/22-23 dated: 10.02.2023**

Tender Search Code on ISN-ETS: SECI-2023-TN000001

**Note: This document replaces the tender issued vide RfS No. SECI/C&P/OP/17/002/22-23 dated 24.06.2022**

***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  
Tel: 011 - 24666200, e-mail : contracts@seci.co.in***

## **DISCLAIMER**

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. This RfS document has been prepared in good faith, and on best endeavour basis. 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 document, even if any loss or damage is caused by any act or omission on their part.
4. In case of any discrepancy in the documents uploaded on the websites of SECI and ISN-ETS, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi

Date: 10.02.2023

## **BID INFORMATION SHEET**

The brief details of the RfS are as under:

|                      |   |   |                      |                                  |                   |                                  |
|----------------------|---|---|----------------------|----------------------------------|-------------------|----------------------------------|
| <b>(A)</b>           | <b>NAME OF WORK/<br/>BRIEF SCOPE OF<br/>WORK/ JOB</b>                       | <p>1. Selection of Charging Station Operator (CSO) for Supply, Erection, Testing and Commissioning of 01 (One) unmanned app-based Electric Vehicle (EV) Captive Charging Station (CCS) in the premises of National Capital Region Transport Corporation (NCRTC) building at INA, New Delhi</p> <p>2. Comprehensive Operation and Maintenance (O&amp;M) of the above-mentioned unmanned app-based EV CCS for four-wheelers for 7 years shall be in the scope of the CSO.</p> |                      |                                  |                   |                                  |
| <b>(B)</b>           | <b>RfS NO. &amp; DATE</b>   | SECI/C&P/OP/17/005/22-23 dated 10.02.2023   |                      |                                  |                   |                                  |
| <b>(C)</b>           | <b>TYPE OF BIDDING<br/>SYSTEM</b>   | <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID<br/>SYSTEM</td><td style="text-align: center;"><input type="text"/></td></tr> <tr> <td style="text-align: center;">TWO BID<br/>SYSTEM</td><td style="text-align: center;"><input type="text" value="Yes"/></td></tr> </table>   | SINGLE BID<br>SYSTEM | <input type="text"/>             | TWO BID<br>SYSTEM | <input type="text" value="Yes"/> |
| SINGLE BID<br>SYSTEM | <input type="text"/>  |   |                      |                                  |                   |                                  |
| TWO BID<br>SYSTEM    | <input type="text" value="Yes"/>  |   |                      |                                  |                   |                                  |
| <b>(D)</b>           | <b>TYPE OF RfS/<br/>TENDER</b>  | <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td><td style="text-align: center;"><input type="text" value="Yes"/></td></tr> <tr> <td style="text-align: center;">MANUAL</td><td style="text-align: center;"><input type="text"/></td></tr> </table>  | E-TENDER             | <input type="text" value="Yes"/> | MANUAL            | <input type="text"/>             |
| E-TENDER             | <input type="text" value="Yes"/>  |   |                      |                                  |                   |                                  |
| MANUAL               | <input type="text"/>  |   |                      |                                  |                   |                                  |
| <b>(E)</b>           | <b>COMPLETION/<br/>CONTRACT<br/>PERIOD</b>                                  | As mentioned in RfS Document  |                      |                                  |                   |                                  |
| <b>(F)</b>           | <b>DOCUMENT FEE/<br/>COST OF RfS<br/>DOCUMENT<br/>(NON-<br/>REFUNDABLE)</b> | <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td><td style="text-align: center;"><input type="text"/></td></tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;"><input type="text" value="Yes"/></td></tr> </table>  | APPLICABLE           | <input type="text"/>             | NOT APPLICABLE    | <input type="text" value="Yes"/> |
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| (G)            | <b>BID PROCESSING FEE</b>                                       | <table border="1"> <tr> <td data-bbox="667 219 970 331">APPLICABLE</td> <td data-bbox="970 219 1246 331"><input type="text" value="Yes"/></td> </tr> <tr> <td data-bbox="667 331 970 427">NOT APPLICABLE</td> <td data-bbox="970 331 1246 427"><input type="text"/></td> </tr> </table> <p>Amount: INR 6000/- (Indian Rupees Six Thousand Only) inclusive of GST @ 18% to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to RfS in favour of “Solar Energy Corporation of India Limited”, payable at New Delhi</p>  | APPLICABLE | <input type="text" value="Yes"/> | NOT APPLICABLE | <input type="text"/> |
| APPLICABLE     | <input type="text" value="Yes"/>                                |  |            |                                  |                |                      |
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| (H)            | <b>EARNEST MONEY DEPOSIT (EMD)</b>                              | <table border="1"> <tr> <td data-bbox="667 701 970 813">APPLICABLE</td> <td data-bbox="970 701 1246 813"><input type="text" value="Yes"/></td> </tr> <tr> <td data-bbox="667 813 970 896">NOT APPLICABLE</td> <td data-bbox="970 813 1246 896"><input type="text"/></td> </tr> </table> <p>Amount: Rs. 28,000/- (Indian Rupees Twenty-eight thousand only) to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to RfS in favour of “Solar Energy Corporation of India Limited”, payable at New Delhi or in the form of Bank Guarantee</p>                   | APPLICABLE | <input type="text" value="Yes"/> | NOT APPLICABLE | <input type="text"/> |
| APPLICABLE     | <input type="text" value="Yes"/>                                |  |            |                                  |                |                      |
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| (I)            | <b>PERFORMANCE SECURITY</b>                                     | <table border="1"> <tr> <td data-bbox="643 1216 994 1305">APPLICABLE</td> <td data-bbox="994 1216 1315 1305"><input type="text" value="Yes"/></td> </tr> <tr> <td data-bbox="643 1305 994 1384">NOT APPLICABLE</td> <td data-bbox="994 1305 1315 1384"><input type="text"/></td> </tr> </table>  | APPLICABLE | <input type="text" value="Yes"/> | NOT APPLICABLE | <input type="text"/> |
| APPLICABLE     | <input type="text" value="Yes"/>                                |  |            |                                  |                |                      |
| NOT APPLICABLE | <input type="text"/>  |  |            |                                  |                |                      |
| (J)            | <b>DATE, TIME &amp; VENUE OF PRE-BID MEETING AND SITE VISIT</b> | <p>Scheduled as per NIT on ISN-ETS portal and/or SECI website.</p> <p><b>Site Visit:</b><br/>Prospective bidders are advised to visit the proposed site to study the actual conditions and go through the plans/drawings connected to the present scope of work etc. including power evacuation system and get acquainted with the same before attending the Pre-bid meeting.</p> <p>For seeking visit of Site or any site related clarifications bidders may contact the following officials:</p> <p>1. Sh. Satish Moza, DGM/Solar<br/>Mob.-9910166868<br/>Email id- <a href="mailto:satish.moza@ncrtc.in">satish.moza@ncrtc.in</a></p> |            |                                  |                |                      |

|     |   |  |
|-----|---|--|
|     |   | 2. Sh Atul Shrinet, AM/Solar<br>Mob.- 9990337732<br>Email id- <a href="mailto:atul.shrinet@ncrtc.in">atul.shrinet@ncrtc.in</a>   |
| (K) | <b>OFFLINE &amp; ONLINE<br/>BID-SUBMISSION<br/>DEADLINE</b>   | As per NIT on ISN-ETS portal   |
| (L) | <b>TECHNO-<br/>COMMERCIAL BID<br/>OPENING</b>   | As per NIT on ISN-ETS portal   |
| (M) | <b>CONTACT DETAILS<br/>OF ISN-ETS Portal</b>  | M/s <b>Electronic Tender.com (India) Pvt. Ltd.</b><br>Gurugram<br>Contact Person: ISN-ETS Support Team<br>Customer Support: +91-124-4229071,4229072<br>(From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays)<br>Email: support@isn-ets.com   |
| (N) | <b>NAME,<br/>DESIGNATION,<br/>ADDRESS AND<br/>OTHER DETAILS<br/>(FOR SUBMISSION<br/>OF RESPONSE TO<br/>RfS)</b> | Sh. Ajay Kumar Sinha<br>Addl. General Manager (Contracts & Procurement)<br>Solar Energy Corporation of India Limited<br>6 <sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023<br><br>Contact No.: 011 24666220<br>Email : <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a> |
| (O) | <b>DETAILS OF<br/>PERSONS TO BE<br/>CONTACTED IN<br/>CASE OF ANY<br/>ASSISTANCE<br/>REQUIRED</b>                | 1) Sh. Pratik Prasun<br>Manager (C&P)<br>Contact No. 011-24666237<br><a href="mailto:pratikpr@seci.co.in">pratikpr@seci.co.in</a><br><br>2) Sh. Jayansh Gaur<br>Senior Engineer (C&P)<br>Contact No. 011-24666281<br><a href="mailto:jayansh.gaur@seci.co.in">jayansh.gaur@seci.co.in</a>  |

- I. Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- II. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- III. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or SECI website ([www.seci.co.in](http://www.seci.co.in)) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.

IV. Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.

**Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com> and [www.seci.co.in](http://www.seci.co.in). No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on [www.seci.co.in](http://www.seci.co.in) and the details only will be available from <https://www.bharat-electronictender.com>.**

## **SECTION 1.      INTRODUCTION & INVITATION FOR BIDS**

### ***1      Background & Introduction***

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). SECI is venturing into New and Innovative technologies, inter alia, e-mobility sector, which will be taken up in phases.
- 1.2 National Capital Region Transport Corporation (hereinafter called “NCRTC”) is a joint venture company of Govt. of India and States of Delhi, Haryana, Rajasthan and U.P, under the administrative control of Ministry of Housing and Urban Affairs, is mandated for implementing the Regional Rapid Transit System (RRTS) project across the NCR of India, ensuring a balanced and sustainable urban development through better connectivity and access.
- 1.3 Ministry of Power (MoP) has issued Guidelines for Charging Infrastructures vide No. 12/2/2018-EV dated 14<sup>th</sup> January, 2022 titled “Charging Infrastructure for Electric Vehicles (EV) - the revised consolidated Guidelines & Standards-reg”. This RfS document envisages setting up of 1 electric vehicle charging station at the premises of NCRTC building at INA, New Delhi, complying with the aforementioned Guidelines issued by MoP, including subsequent amendments thereof.
- 1.4 As part of this endeavour, SECI wishes to invite proposals for setting up of 1 number of EV Captive Charging Station (CCS) at the premises of NCRTC building at INA, New Delhi. The EV charging station shall be owned by SECI and the Selected Bidder shall be responsible for Supply, Erection, Testing, Commissioning the unmanned app-based EV CCS including Operation and Maintenance (O&M) thereof for 7 years.
- 1.5 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on SECI for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. SECI does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

### ***2      Invitation for Bids***

- 2.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of Sections-2 and 3 of the RfS. The respective rights of SECI and the Bidder/CSO shall be governed by the RfS Documents/Contract Agreement signed between SECI and the CSO for the EV CCS.
- 2.2 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic

Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

They may obtain further information regarding this IFB from the registered office of SECI at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. SECI in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- 2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.
- 2.4 Bidder shall submit bid proposal along with Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed EMD will be rejected.
- 2.5 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS Portal or from SECI's website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on SECI website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- 2.6 SECI reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 2.7 **Interpretations**
  - Words comprising the singular shall include the plural & vice versa.
  - An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.



- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

## **SECTION 2. SPECIAL CONDITIONS OF CONTRACT**

### **3 *Scope of Work***

Under this RfS, the CSO shall be required to supply, erect, test and commission unmanned app-based electric vehicle Captive Charging Stations (EV CCS) for four-wheelers at the premises of NCRTC at INA, New Delhi, including Comprehensive Operation and Maintenance thereof for a period of 7 years from the date of commissioning, as per the provisions of the RfS and Contract Agreement. The detailed scope of work is as follows:

- 3.1 All associated electrical works and equipment required for installation of 1 unmanned app-based electric vehicle charging station of Fast & Ultra-Fast type with two gun-connectors of 30 kW each including laying of cable from NCRTC's LT panel up to the EV CCS.
- 3.2 App-enabled EV CCS shall be as per the latest technology available in the market for EV charging stations and shall inter-alia, include recording, billing and payment related facility. The app has to be compatible and available for both Android and iOS. CSO shall put the Standard Operating Procedure (SOP) for operating the CCS through the app on the EV CCS.
- 3.3 The CSO shall be responsible for electricity connection and separate Metering for the EV CCS. In this regard, the CSO shall be responsible for submission of all forms and compliance of all formalities with the concerned Buying Entity/Utility. SECI would provide any assistance for making such submissions or compliances. Provision for Electrical supply of 3-Phase, 415 Volts and around 75 kW will be provided to the CSO till the nearest LT Panel, in NCRTC Office premises. However, armored LT cabling from electrical panel till the EV CCS shall be in the scope of CSO. The cable laying shall be as per prudent industry practices.
- 3.4 The EV CCS should comply with the MoP's Guidelines for Charging Infrastructures issued vide No. 12/2/2018-EV dated 14th January, 2022 titled "Charging Infrastructure for Electric Vehicles (EV) – the revised consolidated Guidelines & Standards-reg", revised and updated from time to time or as applicable in case of EV CCS.
- 3.5 The EV CCS should also comply with the guidelines/technical specifications of CEA (Measures relating to Safety & Electrical Supply) Regulations 2010, and their amendments from time to time, and any other guidelines, as applicable, for setting up of the EV CCS.
- 3.6 The Bidder must ensure that Indian Electricity Act, 2003- any rules/amendments pertaining to EV Charging Stations are followed during the operation and maintenance of the EV CCS.
- 3.7 CSO shall bear the cost of all associated civil works, including design and Engineering for foundation of the EV CCS.
- 3.8 The CSO shall provide three (03) years Original Equipment Manufacturer's (OEM's) Comprehensive on-site warranty for supplied materials. Further, CSO shall supply

mandatory spares and consumables & special tools and tackles required for 7 years of the O&M period.

- 3.9 Demonstration of performance and testing of the EV CCS as per the requirement specified in the bidding documents.
- 3.10 Comprehensive operation & maintenance of the EV CCS for 07 (Seven) years from COD (including successful performance demonstration), as detailed in technical specification, including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment, replacement of malfunctioning firmware, providing additional features in the app etc.
- 3.11 Obtaining all associated statutory and regulatory compliances and approvals for successful construction, commissioning and operation of EV CCS. The clearances, as applicable for the Project, will be required to be submitted to SECI prior to commissioning of the Project and in case no clearances are required/applicable for the said Project, the CSO shall submit an undertaking in this regard, and it shall be deemed that the CSO has obtained all the required/ applicable/ necessary clearances/ consents/ approvals for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the CSO.
- 3.12 The charging station must be tested to ensure all on-site and communication connections are working to the specifications of the unit.
- 3.13 Appropriate Fire Protection & safety equipment and facilities as per applicable guidelines, if any, and/or Prudent Industrial Practices in place for the setting up of EV CCS.
- 3.14 SECI shall own the EV CCS. Land required for setting up the EV CCS shall be provided by NCRTC in their premises at INA, New Delhi. All the necessary approvals for setting up of the EV CCS and metering for the EV CCS under Delhi Government's policy, if applicable, shall be in the scope of the CSO.
- 3.15 The CSO shall remove and dispose-off all excess construction material, waste material, unused fill or other debris left over from excavation or construction, and upon completion of work.
- 3.16 Test reports related to Safety functions verification, Mechanical Stability, Climatic Environment, EMC verification, Electrical System etc. should necessarily be part of the type tests conducted on EV CCS and shall be provided by CSO. Self-attested site test reports and undertaking for meeting all the requirements under this tender shall be submitted to SECI by CSO at-least 2 week before commissioning.
- 3.17 **Branding:** CSO shall put SECI's and NCRTC's logo and name on the EV CCS.
- 3.18 CSO shall at all times ensure safety of its personnel and the personnel of SECI and NCRTC, during setting up as well as during maintenance of the EV CCS. CSO shall also keep sufficient provisions as per prudent industrial practices to ensure safety of the personnel of SECI and NCRTC during operation of the EV CCS.

- 3.19 Although certain information is provided in this Scope of work, it should be checked by the Bidders, any neglect or failure to obtain or confirm such information will not relieve the Bidders from any liability or responsibilities to carry out the works according to the contract.
- 3.20 Bidders shall acquaint themselves, on their own responsibility, with laws and regulations in India under which the work is to be performed including those which may influence, in general or in detail, design, supply, transportation, erection, operation of the equipment and requirement of manpower. Any failure or neglect to do so will not absolve the potential Contractor from his contractual obligation.
- 3.21 It is specially emphasized that it shall be the responsibility of the Bidders to have themselves familiarized with the prevailing conditions and that no claim relating thereto for additional payment or adjustment of a Contract price will be acceptable after the submission of their Bid.

#### **4** *Site Visit*

- 4.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 4.2 The Bidder or any of its personnel or agents shall be granted permission by SECI/NCRTC to enter upon its premises and land/Area for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify SECI and NCRTC and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, risks, contingencies, and expenses incurred as a result of inspection. In general, the Bidders shall themselves obtain all necessary information as to risks, contingencies, and other circumstances susceptible to influence or affect their bids.
- 4.3 The Bidder shall not be entitled to hold any claim against SECI for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
- 4.4 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he visits the site/area or not and has taken all the factors into account while quoting his rates.

#### **5** *Number of Bids by a Bidder*

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

- 5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid, in the prescribed formats.

**Note:** In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

- 5.2 Only a single Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company will be awarded the Project.
- 5.3 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Project is elaborated in Section-5 of the RfS.
- 5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

## **6 Project Location**

- 6.1 Project shall be located in the premises of National Capital Region Transport Corporation (NCRTC) building at INA, New Delhi. The land shall be made available by NCRTC, subsequent to signing of Contract Agreement with SECI.

## **7 Technical Requirements of the Project**

- 7.1 The EV Charger must be capable of delivering the rated capacity continuously at following ambient environmental conditions:
  - a. Ambient temperature of 0-55 deg C.
  - b. Ambient Humidity: 5% to 95%
  - c. Ambient Pressure: 86 kPa to 106 kPa
- 7.2 The EV Charger shall be floor/ground mounted. All necessary fittings, accessories etc. for installation on a suitable foundation shall be in the scope of CSO.
- 7.3 The EV CCS shall be suitable for operation with 3-phase, 4-Wire AC System having input voltage range of 415 V (+/-10%). However, there should be provision to set the working input voltage range to minimum +/-15% of nominal input voltage in the charger. In case the input voltage is out of the above given range, the charger should be able to shut down safely after creation of an event that will be logged in the charger. The rated frequency is 50 Hz +/-1.5Hz.
- 7.4 The EV Charger shall have a designed life of minimum 10 years.
- 7.5 The Charger shall be interoperable with any electric vehicle complying with the respective communication protocol between Electric Vehicle Supply Equipment (EVSE) and Vehicle.
- 7.6 The enclosure protection shall be minimum IP-65.
- 7.7 Suitable Earthing system shall be installed.

7.8 The EV CCS should be capable of delivering continuous output of 60 kW DC. The charger should be capable of charging two different vehicles simultaneously through the two CCS-II outlets. Each gun should be capable of delivering 60 kW DC.

7.9 **Following are the technical specifications of the EV CCS**

60 kW Dual Gun CCS II

a. The minimum nominal rated capacities of EV charger shall be as follows:

DC Power: The charger should be capable of delivering continuous output of 60 kW DC. The charger should be capable of charging two different vehicles simultaneously through the two CCS-II outlets. Each gun should be capable of delivering 60 kW DC.

b. No. of outputs: 2 (CCS Type 2 + CCS Type 2)

c. Charging mode (as per IEC61851-1 Section 6.2) and Type of Connector: CCS Type 2, Mode 4 Case-C, (Connector as per IEC 62196-3)

d. Output Voltage and Continuous Current Ratings: Each CCS-2: 200-1000 V DC, 200 A (DC)

e. Regulation: Regulated DC EV Charging station with combination of the modes: Controlled Voltage Charging (CVC) and Controlled Current Charging (CCC)

f. Each DC output should be isolated from each other meeting the requirements of Section 7.5.101 of IEC 61851-23.

g. Minimum Efficiency at rated load 95%.

7.10 **Charging Cable Assembly:** The DC connectors must have silver plated power contact with replaceable mating frame for replacement of only plastic frame and complying to IATF 16949 automotive standard, certified by CE or equivalent. The minimum length of usable cord length of each connector would be 5000 mm. Use of extension cord and Adaptors is not allowed. The EV Charger should have suitable arrangement for storage for cable assembly and connector when not in use, at a height between 0.4m to 1.5m above ground level, as per IEC 61851-23 Section 101.1.3.

7.11 The offered EV Charger shall be successfully tested and conform to IEC-61851/BIS-17017/AIS 138 Part 1 or Part 2 (as applicable). The charger shall comply to all the relevant Safety Standards.

7.12 The charger must support RFID, QR Code etc. or any other proven technology for authenticating the user availing charging services at the charging station. The flow of the authentication, payment etc. shall be suitably designed to provide user friendly customer interfaces.

7.13 **Communication:** The EV CCS shall be enabled with suitable data communication protocol for communicating to an external location and shall be suitable for remote monitoring and control. The EV CCS shall have battery back-up for 0.5 Hours. Interfacing the EV CCS with SECI Network/System shall be in the scope of CSO.

- 7.14 The EV CCS shall have the suitable provision for Local Metering & billing system and communication with remote Monitoring System as detailed in Clause above.

## **8 Performance Criteria of the Project**

- 8.1 The supplied charger shall be provided with three (3) years OEM's comprehensive on-site warranty and seven (7) years comprehensive on-site maintenance services, under the O&M Part of the Contract. The Contractor shall provide on-site maintenance services under this contract during the warranty period/ O&M Contract period. The Contractor shall be responsible for supply of all spare parts and consumables, repairs / replacement of any defective equipment(s) at his own cost as required from time to time during the warranty and O&M period. The Contractor shall replace/repair all the associated equipments/components getting faulty/damaged at its own cost so as to maintain the chargers availability throughout the contract period. During contract period, contractor to undertake all best practices to
- reduce downtime
  - maintain the charger safe for operations
  - maintain the aesthetics.

The O&M charges quoted by the bidder shall be inclusive of replacement cost of spares and consumables as well as services cost.

- 8.2 The bidder shall provide adequate manpower support for monitoring, onsite repair and maintenance activities through their staff or through a suitable tie-up with other agency.
- 8.3 The bidder shall provide a 24x7 toll free number for complaint management from incident reporting, logging and resolution of complaints. In addition to it, alternate channels of incident reporting like e-mail/Mobile App/web-solution shall also be provided.
- 8.4 The Contractor shall deploy resources (manpower and spares and consumables) so as to maintain the following response and restoration time during the warranty period and O&M period:

| <b>Incident Severity</b> | <b>Response Time</b> | <b>Restoration</b> |
|--------------------------|----------------------|--------------------|
| Critical                 | 8 hours              | 24 hours           |
| Major                    | 12 hours             | 24 hours           |
| Minor                    | 24 hours             | 48 hours           |
| Software related Issues  | 8 hours              | 12 hours           |

Severity Matrix:

|          |  |
|----------|--|
| Critical | Charger safety related issue               |
| Major    | Charger not turning ON                     |
| Minor    | Charger working in limited condition/error |

- 8.5 The availability of the individual DC charger shall be measured by SECI's CMS system.

- 8.6 The Contractor shall maintain a minimum overall availability of 98% on quarterly basis under the contract. The availability shall be calculated as indicated hereunder:

$$\text{Availability (\%)} = \frac{(\text{Total No. of hrs. in the period} - \text{Outage hours attributable to Contractor}) \times 100}{\text{Total No. of hrs in the period under consideration}}$$

- 8.7 Outage hours will include periods of shutdowns, preventive maintenance and breakdown.
- 8.8 Non availability of CMS, power outages and reasons not attributable to Contractor shall not be considered while calculating the availability of the chargers. However, in the event of outage of power supply, charger should be able to communicate the outage to CMS. The decision of Engineer -In -charge in this regard shall be binding on the Contractor.
- 8.9 The Bidder shall be responsible for undertaking the preventive maintenance at least once during the quarter. The maintenance report shall be submitted along with the O&M bill.
- 8.10 The preventive maintenance shall typically include visual inspection of the power conversion devices, power connections, checking of functionality of charger, cleaning of filters etc, overall cleaning of charger and updation of firmwares/software.
- 8.11 The Bidder shall submit a service report for each breakdown indicating the work carried out. In addition, bidder shall investigate and submit a detailed root cause analysis report to SECI with corrective and preventive actions with timelines for implementation.
- 8.12 **Liquidated Damages:** The Bidder is liable to pay Liquidated Damages (LD) for drop in availability of charger below 98% on quarterly basis, including during comprehensive warranty period. For every 1% drop in availability of EV Charger, liquidated damages @ 3% of the Quarterly O&M amount of the charger shall be imposed on the CSO.
- 8.13 The liquidated damages shall be calculated on pro-rata basis for each quarter duration and recoveries made towards lower availabilities in one quarter will not be adjusted in subsequent quarters even if higher availability is achieved.
- 8.14 The total amount of liquidated damages in each quarter for outage/non-availability of charger shall be limited to maximum of thirty five percent (35%) of the Quarterly O&M contract value.

For eg., if the availability of charger in any quarter is 90%, then Liquidated damages shall be calculated as =  $(98-90) \times 3\%$  of quarterly O&M amount = 24 % of the Quarterly O&M amount.

## ***9 Erection, Testing and Commissioning of the EV CCS***

- 9.1 **Inspection & Testing:** All works, including testing and certification etc., shall be carried out as per the standards/codes referred in the specification. All standards, specifications and codes of practice referred to shall be the latest editions including all applicable amendments and revisions as on date of opening of techno-commercial bid. Wherever Indian standards are not available, internationally acceptable standards may be referred. In such case the Bidder shall clearly indicate the standards adopted, furnish a copy, in the English, of the latest revisions in force as on the last date of bid submission and shall clearly bring out salient features for comparison.



9.2 The CSO shall submit self-attested detailed Design and Site drawing to SECI before erection of EV CCS. SECI reserves the right to inspect the site work progress and adherence to specifications.

9.3 **Type Test:** The type test reports conducted on the EV CCS complying to relevant standards shall be submitted to SECI from an NABL Accredited Laboratory. The tests related to Safety functions verification, Mechanical Stability, Climatic Environment, EMC verification, Electrical System etc. should necessarily be a part of the type tests conducted.

9.4 **Commissioning:** Commissioning of EV Charger shall be carried out by the Committee constituted by SECI comprising officers from SECI & NCRTC. Commissioning will be declared only upon successful operation of the EV CCS as per the Technical Specifications. Commissioning certificate shall be issued by SECI after successful commissioning.

9.5 **Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning**

- a. The Scheduled Commissioning Date (SCD) for commissioning of the EV CCS shall be the date as on **90 days** from the Effective Date of CA (for e.g. if Effective Date of the CA is 24.07.2022, then SCD shall be 22.10.2022).
- b. The maximum time period allowed for commissioning of the EV CCS with applicable liquidated damages, shall be limited to the date as on **30 days** after the SCD or the extended SCD (in case of Force Majeure Event, if applicable) (for e.g. if SCD of the Project is 22.10.2022, then the above deadline for Project commissioning shall be 21.11.2022).
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.5.b above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis. For example, in case of delay by 8 days beyond the SCD, then the liquidated damages shall be: PBG amount X (8/30).
- d. In case Commissioning of the Project is delayed beyond the date as per Clause 9.5.b above, the CA will stand terminated.
- e. Further, CSO acknowledges that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by SECI as specified under the RfS and the Contract Agreement.
- f. No bonus will be given for earlier commissioning of the Project.

9.6 **Extension in Commissioning Schedule**

- a. The SCD for the EV CCS as specified at Clause 9.5.a above shall be extended if the Contractor is delayed or impeded in the Performance of any of its obligations under the Contract due to delay in fulfilment of obligations by SECI/ NCRTC or by the occurrence of any Force Majeure Event as recognised in this RfS.
- b. The Contractor shall at all times use its reasonable efforts to minimize any delay in Performance of its obligations under the Contract.

## **SECTION 3. GENERAL CONDITIONS OF CONTRACT**

### **10 *Obtaining RfS Documents***

Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure – A of the RfS). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS.

### **11 *Bid Processing Fees***

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Bid Processing Fee shall be done either through NEFT/RTGS (electronic transfer) in the account of SECI (in this case the Bidder shall submit the transaction receipt, as part of the offline and online bid submission) or in the form of DD/Pay Order along with the response to RfS in favour of “Solar Energy Corporation of India Limited”, payable at New Delhi.

The bank details of SECI are available on [www.seci.co.in](http://www.seci.co.in) under the “Financials” Tab.

**Bids submitted without the Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (including partial submission of the amount), may be liable for rejection by SECI.**

MSMEs Bidders registered as MSMEs (Micro, Small and Medium Enterprises) under NSIC/DIC/Udyog Aadhaar Only are exempted from submission of Bid Processing Fee & EMD. In this regard, the Bidder will have to furnish MSME Registration certificate issued by the appropriate authority (as applicable). Further, submission of MSME certificates issued in the name of Affiliate / Promoter(s) Company will not be considered.

### **12 *Project Scope & Technology Selection***

Under this RfS, the CSO shall set up and maintain the EV CCS in accordance with the provisions of this RfS document. All approvals, permits and clearances required for setting up, commissioning and operating of the EV CCS, including those required from State Government/ Utilities/Authority and local bodies, shall be in the scope of the CSO. The Project to be selected under this RfS provide for deployment of Fast & Ultra-Fast EV charger with two gun-connectors of 30 kW each. However, the selection of Project would be technology agnostic within this scope.

### **13 *Goods and Services Tax (GST)***

CSO shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, CSO shall mandatorily file all applicable returns under GST before their due date & comply with the requirements of the Law

within timelines. SECI shall not be responsible for any delay in payment release to the CSO in case the GST compliance is not fulfilled from the CSO side in any manner.

The prices quoted by the Bidder shall be inclusive of all Taxes, Duties, Levies & charges, except Goods and Services Tax (GST), payable in India as on the last date of submission of bids. Further, all Taxes, Duties, Levies & Charges on the Materials incorporated in Erection and Civil & Allied Works (as applicable) shall also be included in the prices quoted & no Separate payment on this account, whatsoever, shall be made by SECI.

The Bid Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on last date of bid submission. [If applicable]

#### **14 Earnest Money Deposit (EMD)**

- 14.1 Earnest Money Deposit (EMD) of **INR 28,000** (Rs. Twenty-eight thousand only) either in the form of NEFT/ RTGS in the account of SECI or Bank Guarantee (according to Format 7.3A and valid for 03 months from the last date of bid submission) or DD/ Pay Order in favour of “Solar Energy Corporation of India Limited”, payable at New Delhi, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.
- 14.2 No interest shall be payable by SECI for the sum deposited as EMD.
- 14.3 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

- 14.4 SECI has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit, in case the Bidder chooses to submit the EMD as BG, with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.

#### 14.5 **Forfeiture of EMD:**

The BG towards EMD shall be encashed by SECI in following cases:

- a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, SECI offers to execute the CA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 16 of the RfS or does not execute the CA within the stipulated time period;
- c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- d. If the bidder fails to furnish required Performance Security in accordance with Clause 15 of the RfS
- e. If a Bidder has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive practice.

### **15 *Performance Security***

- 15.1 Bidders selected by SECI based on this RfS shall submit Performance Security for a value @ **3% of Contract Value (i.e., Total sum of the Supply & Service Part of the Contract, i.e., Grand Total of Schedule No.1 of SOR)** within 15 days from the date issuance of LoA. It may be noted that successful Bidder shall submit the Performance Security either in the form of NEFT/ RTGS in the account of SECI or DD/ Pay Order in favour of “Solar Energy Corporation of India Limited”, payable at New Delhi or Bank Guarantee according to the Format 7.3B, bearing a validity period up to (& including) the date as on 90 months after the signing of Contract Agreement between SECI and the CSO. In case the CSO is not able to get the Performance Bank Guarantee (PBG) with initial validity of 90 months, they can submit the PBG with initial validity of 36 months. However, the validity of the PBG need to be extended for further period of at least 54 months prior to 90 days from expiry of the existing validity. Non-submission of Performance Security within the above mentioned timelines shall be treated as follows:
- a. Delay upto 15 days from due date of submission of Performance Security: Interest @1.25% per month of the Performance Security amount, calculated on pro-rata basis shall be paid by the CSO to SECI in addition to the Performance Security amount.
  - b. Delay beyond 15 days from the due date of submission of Performance Security: EMD submitted by the CSO shall be encashed by SECI and the Project shall stand terminated.
- 15.2 No interest shall be payable by SECI for the sum deposited as Performance Security.
- 15.3 On receipt and after successful verification of the total Performance Security in the acceptable form, the amount/BG submitted towards EMD shall be returned by SECI to the successful Bidder. It may be noted that CA will be signed only upon successful verification of the Performance Security submitted by the CSO.
- 15.4 The PBG is required to be submitted in the name of the entity signing the CA.

- 15.5 The CSO shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).
- 15.6 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD) and 7.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the CA shall not be signed.
- 15.7 SECI has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit, in case the Bidder chooses to submit the EMD as BG, with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.
- 15.8 The selected Bidder for the Project selected based on this RfS is required to sign CA with SECI within the timeline as stipulated in Clause 16 of the RfS. In case, SECI offers to execute the CA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 16 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the CA within the stipulated time period, then the Bank Guarantee/amount equivalent to the amount of the EMD shall be encashed by SECI from the Bank Guarantee/amount available with SECI (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.
- 15.9 The Bank Guarantee has to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 15.10 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/CSO. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd and a confirmation in this regard is received by SECI". Message Type: IFN760COV is to be used by the issuing bank.
- 15.11 In case of Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- 15.12 After the bidding process is over, SECI shall release the amount/ Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days of Letter of Award (LoA) to the successful Bidder. The PBG of CSO shall be returned to them, immediately after successful completion of the O&M period of 7 years as per Terms of the Tender documents, after taking into account any liquidated damages due to delays in

commissioning, due to shortfall in meeting the performance criteria during the operation of the project, and any other dues from the CSO, as per Clause 8 and 9 of the RfS.

## **16 Contract Agreement (CA)**

- 16.1 The Charging Station Operator shall enter into a Contract Agreement (CA) with SECI for supply, erection, testing, commissioning, operation and maintenance of 1 EV CCS. The CA shall be signed within 30 days from the date of issue of Letter of Award (LoA), if not extended by SECI (for eg. if the LoA is dated 07.02.2022, then the last date of signing of CA shall be on or before 09.03.2022). Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the CSO.
- 16.2 The CA shall be valid for a period of 7 years from the Commercial Operation Date (COD) of the Project. Any extension of the respective agreement periods beyond 7 years shall be through mutual agreement between the CSO and SECI. After expiry of the Term of the CA, the CSO shall hand-over all the Project assets in working condition to SECI.
- 16.3 The Performance Security as per Clause 15 above shall be submitted by the CSO prior to signing of CA.
- 16.4 Successful bidder will have to submit the required documents to SECI within 15 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of CA. Effective Date of the CA shall be the date as on 30 days from the date of issuance of LoA, irrespective of the date of signing of CA. In extraordinary cases of unavoidable delay on the part of SECI in signing the CA, the effective date of CA shall be the date of signing of CA.

## **17 Priority of Contract Documents**

- 17.1 Several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer-in-Charge/Project Manager who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:
  - a) Contract Agreement and the appendices, along with the amendments, if any thereto
  - b) Letter of Award (LoA)
  - c) Tender documents
  - d) Price Schedules submitted by the Contractor
  - e) Other completed Bidding forms submitted with the Bid
  - f) Any other documents forming part of SECI's Requirements

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed above. For eg. Contract agreement have precedence over LoA.

## **18 Defect Liability**

- 18.1 CSO warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the EV CCS and Equipment supplied and of the work executed.
- 18.2 The Defect Liability Period shall be twelve (12) months from the Commercial Operation Date of the Project.

If during the defect liability period any defects are found in the design, engineering, materials and workmanship of the EV CCS and Equipment supplied or of the work executed by the CSO, the CSO shall promptly, in consultation and agreement with SECI regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the CSO shall, at its discretion, determine) such defect as well as any damage to the facilities caused by such defect. The CSO shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- a. improper operation or maintenance of the Facilities by SECI/NCRTC
  - b. operation of the Facilities outside specifications provided in the Contract,
  - c. normal wear and tear.
- 18.3 Communication regarding such defects shall be made to the CSO. SECI and NCRTC shall allow the CSO to inspect the site and permit to take-out/bring-in materials for carrying out repairs and making good till the EV CCS has cleared all necessary tests. Wherever necessary, the CSO shall perform tests/inspections again upon completion of remedial work until the EV CCS becomes operational.
- 18.4 In case the CSO fails to commence the remedial work within a period of 15 days of such communication, SECI may, following notice to the CSO, proceed to do such work, and the reasonable costs incurred by SECI in connection therewith shall be paid by CSO to SECI or may be deducted by SECI from any monies due to the CSO or claimed under the Performance Security.
- 18.5 If the period during which the EV CCS could not be utilized, due to such defects and/or making good of such defects, the defect liability period shall be extended by such period equal to the period for which EV CCS could not be utilized. The Defect Liability Period shall be extended for all such periods where the EV CCS could not be utilized during the Defect Liability Period. The same shall be applicable for any number of time.
- 18.6 In addition, the CSO shall also provide an extended warranty for any such component of the Facilities and during the period of time as specified in Clause 3. Such obligation shall be in addition to the defect liability specified under Clause 18.2.
- 18.7 Further, the CSO shall indemnify SECI and NCRTC against all liabilities in respect thereof, and CSO shall be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, risks, contingencies, and expenses incurred due to



such defects and/or making good of such defects as a result of gross negligence, fraud, criminal or wilful action on part of CSO.

## **19 Force Majeure**

19.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Industrial Practices:

- Act of God, including, but not limited to lightning, fire not caused by Contractor's negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon or tornado;
- Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, quarantine;
- Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.

### **19.2 Force Majeure Exclusions**

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Project;
- Delay in the performance of any Contractor, sub-Contractor or their agents;
- Non-performance resulting from normal wear and tear typically experienced in electric vehicle charging station materials and equipment;
- Strikes at the facilities of the Contractor / Affected Party;
- Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- Non-performance caused by, or connected with, the Affected Party's:
  - a. Negligent or intentional acts, errors or omissions;
  - b. Failure to comply with an Indian Law; or
  - c. Breach of, or default under this Contract Agreement.
- Normal rainy seasons and monsoon
- Any Transport strikes not directly affecting the delivery of goods from manufacturer to site



- 19.3 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.
- 19.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by giving notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.
- 19.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.
- 19.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure event lasts.
- 19.7 If works are suspended by Force Majeure conditions lasting for more than two months, SECI shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 19.8 The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.

## **20 Termination of Contract**

### **20.1 Termination for SECI's Convenience**

20.1.1 SECI may at any time terminate the Contract for any reason by giving the Contractor a notice of termination.

20.1.2 Upon receipt of the notice of termination under this Sub-Clause, the Contractor shall either immediately or upon the date specified in the notice of termination

- (a) cease all further work, except for such work as SECI may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- (b) remove all Contractor's Equipment from the Site, repatriate the Contractor's personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition, and
- (c) subject to the payment specified in Clause 20.1.3 below, deliver to SECI the parts of the Facilities executed by the Contractor up to the date of termination

20.1.3 In the event of termination of the Contract under Clause 20.1.1, SECI shall pay to the Contractor the amount on pro-rata basis attributable to the parts of the Facilities completed up to the date of termination.

## 20.2 Termination for Contractor's Default

20.2.1 The Contractor shall not, without the express prior written consent of SECI, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

20.2.2 SECI, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this Sub-Clause:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.
- (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 20.2.1.
- (c) if the Contractor, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**Termination of Contract for non-performance and subsequently putting the contractor on Banning List:** In case of termination of Contract herein set forth except under conditions of Force Majeure and termination after expiry of contract, the Contractor shall be put under Banning List [i.e. neither any enquiry will be issued to the party by SECI against any type of tender nor their offer will be considered by SECI against any ongoing tender(s) where contract between SECI and that particular Contractor (as a bidder) has not been finalized] for a period as decided by the SECI to such Contractor.

20.2.3 If the Contractor

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than fourteen (14) days after receiving a written instruction from SECI to proceed
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in this RfS and CA at rates of

progress that give reasonable assurance to SECI that the Contractor can attain Completion of the Facilities by the Time for Completion as extended,

then SECI may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then SECI may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Clause 20.2.

20.2.4 Upon receipt of the notice of termination under Sub-Clauses 20.2.2 or 20.2.3, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- (a) cease all further work, except for such work as SECI may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- (b) deliver to SECI the parts of the Facilities executed by the Contractor up to the date of termination.

20.2.5 SECI may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third Party. SECI may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of SECI and with an indemnification by SECI for all liability including damage or injury to persons arising out of SECI's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as SECI considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as SECI thinks appropriate, SECI shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

20.2.6 Subject to Clause 20.2.7, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as at the date of termination, the value of any unused or partially used Project on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of Clause 20.2.4. Any sums due to the SECI from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

20.2.7 If SECI completes the Facilities, the cost of completing the Facilities by SECI shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to Sub-Clause 20.2.6, plus the reasonable costs incurred by SECI in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor under Sub-Clause 20.2.6, the Contractor shall pay the balance to SECI, and if such excess is less than the sums due the Contractor under Sub-Clause 20.2.6, SECI shall pay the balance to the Contractor.

SECI and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

### **20.3 Termination by the Contractor**

#### **20.3.1 If**

- (a) SECI has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents, or commits a substantial breach of the Contract, the Contractor may give a notice to SECI that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires SECI to remedy the same, as the case may be. If SECI fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or
- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to SECI, including but not limited to SECI's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities which SECI is required to obtain as per the provision of the Contract or as per the relevant applicable laws of India,

then the Contractor may give a notice to SECI thereof, and if SECI has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to SECI within twenty-eight (28) days of the said notice, the Contractor may by a further notice to SECI referring to the Sub-Clause 20.3.1, forthwith terminate the Contract.

- 20.3.2 The Contractor may terminate the Contract forthwith by giving a notice to SECI to that effect, referring to the Clause 20.3.2, if SECI becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if SECI takes or suffers any other analogous action in consequence of debt.

- 20.3.3 If the Contract is terminated under Sub-Clauses 20.3.1 or 20.3.2, then the Contractor shall immediately
- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
  - (b) remove all Contractor's Equipment from the Site and repatriate the Contractor's personnel from the Site, and
  - (d) subject to the payment specified in Sub-Clause 20.3.4, deliver to SECI the parts of the Facilities executed by the Contractor up to the date of termination
- 20.3.4 If the Contract is terminated under Sub-Clauses 20.3.1 or 20.3.2, SECI shall pay to the Contractor all payments specified in Clause 20.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.
- 20.3.5 Termination by the Contractor pursuant to this Clause 20.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by Clause 20.3.
- 20.4 In this Clause 20, the expression "Facilities executed" shall include all work executed, Installation Services provided, any or all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.
- 20.5 In this Clause 20, in calculating any monies due from SECI to the Contractor, account shall be taken of any sum previously paid by SECI to the Contractor under the Contract, including any advance payment.
- 20.6 **Payment if the Contract is terminated**
- 20.6.1 If the Contract shall be terminated as per the provisions of the Tender/ Contract, the Contractor shall be paid by SECI in so far as such amounts or items shall not have already been covered by payments of amounts made to the Contractor for the Work executed prior to the date of termination at the cost provided for in the Contract and in addition to the following:
- (a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by Engineer-in- Charge of any such items or service comprised in which has been partially carried out or performed.
  - (b) Any other expenses which the Contractor has expended for performing the Work under the Contract subject to being duly recommended by Engineer-in-Charge/Project Manager and approved by SECI for payment, based on documentary evidence of his having incurred such expenses.
- 20.6.2 The Contractor will be further required to transfer the title, Guarantee/Warranty of the Material/Products/Spares and consumables of the works & Projects and provide the following in the manner and as directed by SECI.

- (a) Any and all completed works.
- (b) Such partially completed Work including drawings, information and Contract rights as the Contractor has specially performed, produced or acquired for the performance of the Contractor.

## **21 Operation & Maintenance**

21.1 The Operation and Maintenance shall be comprehensive. The maintenance service provided shall ensure project functioning of the EV CCS as a whole. All preventive / routine maintenance and breakdown / corrective maintenance required for ensuring maximum uptime shall have to be provided. Accordingly, the Comprehensive Operation & Maintenance shall have two distinct components as described below:

### **21.1.1 Preventive / Routine Maintenance:**

This shall be done by the Contractor regularly and shall include activities such as cleaning and checking the health of the EV CCS, tightening of all electrical connections, and any other activity including the associated civil works, wear and tear that may be required for proper functioning of the EV CCS as a whole.

### **21.1.2 Breakdown / Corrective maintenance:**

Whenever a fault occurs, the Contractor has to attend to rectify the fault & the fault must be rectified within the 24 hours of the complaint. The Contractor must maintain all the records pertaining to all such faults and necessary measures taken.

The date of Comprehensive Operation & Maintenance Contract period shall begin from the COD. However, operation of the Project means operation of system as per tender documents and workmanship in order to keep the project trouble free covering the O&M period.

- 21.2 Contractor shall maintain a Complaint log book, which shall include the timing of logging of complaint including unique Complaint number, time of closure of complaint & it's Root Cause Analysis.
- 21.3 Bidder is requested to provide the list of all the spares and consumables required to maintain the facility for O&M period. Contractor agrees to supply such spare parts and consumables, as recommended or otherwise required for the effective and hassle-free operation and maintenance of the Facilities. However, the Contractor, with its previous experience, is to provide a list of spares and consumables including specifications, supplier details and indicative price, as recommended by him and OEM. The Contractor shall keep and maintain the inventory of such spares and consumables for the hassle-free operation during the complete O&M period without additional cost to SECI. Also, at the end of penultimate year of the O&M contract, Contractor shall supply a list of all recommended spares and consumables as per the operational requirement of the Project and with reference to the mean time between failures (MTBF), along with detailed specifications, supplier details and tentative cost for future purchase. The price of such spare parts and consumables shall include the breakup of taxes and duties as applicable towards purchase and supply of spare parts and consumables. SECI, at its discretion,

will purchase the spare and consumables as required for future operation. However, the Contractor shall replenish the mandatory spares and consumables at his cost prior to the completion of the O&M period.

## **22 Commercial Operation Date (COD)**

Commercial Operation Date (COD) shall be the actual date of commissioning of the EV CCS, as indicated on the Commissioning Certificate, upon successful commissioning of the EV CCS. The 7-year tenure of CA for O&M shall be from the COD.

## **23 Change in Laws and Regulations**

- 23.1 The term Change in Law shall refer to the occurrence of any of the following events pertaining to this project after the date of Bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the EV CCS.
- 23.2 However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor.
- 23.3 If, after the date of Bid submission, in India, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the Performance of any of its obligations under the Contract. Contractor shall promptly and within 15 days of such enactment coming into force, forward relevant supporting documents to SECI. The CSO shall submit following supporting documents: (a) Statutory Auditor certificate, (b) Tax Authority related documents, and (c) Actual payment proofs in the form of Tax Invoices, establishing One-to-one correlation and its impact on the Project Cost.
- 23.4 However, these adjustments would be restricted to direct transactions between SECI and Contractor and Bought out items (dispatched directly from sub vendor's works to Site). These adjustments shall not be applicable on procurement of raw materials, intermediary components and intermediary services etc. by the Contractor.

Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

However, any increase in the rate of these taxes, duties and levies beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to SECI.

## **24 Damage to NCRTC's Property**

Any damage caused by the CSO or any person acting for him, to the premises or property of NCRTC in the performance of his contract, shall be made good by the CSO. In the event of the CSO failing to make good the damages within the time specified by the Engineer-in-Charge, the latter shall be at liberty to get the work done through any other agency, and to recover the cost thereof together with such supervision/overhead charges as he may deem fit out of any money that may be due to the CSO or by action in a Court of Law.

## **25 Indemnity**

If any action is brought before a Court, Tribunal or any other Authority against SECI or NCRTC or an officer or agent of SECI/NCRTC, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury or death caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor's, or in connection with any claim based on lawful demands of Sub-Contractor's workmen suppliers or employees, the Contractor, shall in such cases indemnify and keep SECI and NCRTC and/ or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

## **26 Payment Terms**

26.1 All payment shall be made against invoices raised in line with the approved billing, or the corresponding Schedule of Rates, whichever is lower. All payment shall be made against invoices raised in line with the approved billing break up, subject to certification by Engineer-in-Charge, under individual heads of Supply & Services. Following general payment terms will be followed.

A. The payment for the Supply & Service Part of the Contract shall be made as per the following terms and conditions:

- i) Seventy percent (70%) payment of the Schedule-1 of SOR shall be paid on Successful Erection, Testing & Commissioning and subject to certification by Engineer-in-Charge.
- ii) Ten Percent (10%) payment of the Schedule-1 of SOR shall be paid after 1 year of satisfactory achievement of Performance Criteria, after deduction of Liquidated Damages (if any) and any other charges due, to the CSO, as per Clause 18.4 of the RfS, pursuant to the submission of all requisite documentation and subject to certification by Engineer-in-Charge.
- iii) Ten Percent (10%) payment of the Schedule-1 of SOR shall be paid after 2 years of satisfactory achievement of Performance Criteria, after deduction of Liquidated Damages (if any) and any other charges due, to the CSO, as per Clause 18.4 of the RfS, pursuant to the submission of all requisite documentation and subject to certification by Engineer-in-Charge.
- iv) Final Ten percent (10%) payment of the Schedule-1 of SOR shall be paid after 3 years of satisfactory achievement of Performance Criteria, after deduction of



Liquidated Damages (if any) and any other charges due, to the CSO, as per Clause 18.4 of the RfS, pursuant to the submission of all requisite documentation and subject to certification by Engineer-in-Charge.

B. For the Operation & Maintenance (O&M) Part of the Contract, the payment shall be made as detailed below: -

(a) O&M of the entire Project payment will be released on quarterly basis, at the end of every quarter for each year till 07 (Seven) years.

(i) Year 1 : OM -1

(ii) Year 2 : OM -2

(iii) Year 3 : OM -3

(iv) Year 4 : OM -4

(v) Year 5 : OM -5

(vi) Year 6 : OM -6

(vii) Year 7 : OM -7

In case of any default, Non-Performance or breach of contractual conditions of the O&M Part of the contract during the O&M period, the penalties/deductions, if applicable will be liable to be deducted from the Quarterly O&M payments first & then from the Performance Security.

C. All the payment shall be released from SECI's Head Office, New Delhi upon submission of Original Invoices, duly certified by the Engineer-in-Charge of SECI.

## **27 Applicable Laws & Settlement of Disputes**

### **27.1 Mutual Consultation**

If any dispute of any kind whatsoever shall arise between SECI and the CSO in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Arbitration / other remedies available under the applicable laws.

### **27.2 Arbitration**

If the dispute remains unresolved after a period of 60 days from the date when the mutual consultation has started, the matter shall be resolved by a sole arbitrator to be mutually appointed by both Parties under the provisions of the Arbitration and Conciliation Act 1996 and its subsequent amendment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The courts of Delhi shall have exclusive jurisdiction in all matters arising under the contract.

In the case of dispute between Government department and another and one Government department and Public Enterprise and one Public Enterprise and another, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs (“Law Secretary”) in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19<sup>th</sup> December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time.

## **28 Income Tax & Corporate Tax**

- 28.1 Income tax deduction shall be made from all payments made to the CSO as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 28.2 Corporate Tax liability, if any, shall be to the CSO’s account.
- 28.3 TDS under GST as may be applicable shall be deducted as per law of Government of India in vogue.
- 28.4 **MENTIONING OF PAN NO. IN INVOICE/ BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/ services/ works/ consultancy services exceeding INR 2 Lakhs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding INR 2 Lacs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

## **29 Insurance**

- 29.1 During the Contract period including O&M period, i.e., during Construction & O&M period, all insurance related expenses shall be borne by the CSO. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that SECI shall not incur any financial loss, as long as the EV CCS continues to remain under the custody of the CSO. During O&M period also (after the Construction period is over), the insurances shall be in the scope of the CSO.
- 29.2 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the CSO shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the CSO.

- 29.3 CSO shall arrange to supply/ rectify/ recover the materials without waiting for settlement of the insurance claim and even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall rest upon the CSO.
- 29.4 SECI shall be named as co-insured under all insurance policies taken out by the CSO, except for the workmen compensation, third party liability and SECI's liability insurances. All insurers' rights of subrogation against such co-insured for losses or claims arising out of the performance of the contract shall be waived under such policies.
- 29.5 The CSO shall be responsible to take suitable insurance(s) and claim management during and till the completion of the O&M contract and indemnify SECI and NCRTC from all associated risks whatsoever.

### **30 Instructions to Bidders for Structuring of Bid Proposals in Response to RfS**

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – A. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

- a. Covering Letter as per **Format 7.1**.
- b. Bidder's General Information as per **Format 7.2**.
- c. Bank Guarantee against Earnest Money Deposit (EMD) as per **Format 7.3 A**.
- d. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
  - i. Board Resolution from the Bidding Company, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Project and to sign the CA.
- e. Format for Financial Requirements as per **Format 7.5** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
- f. Undertaking as per **Format 7.6**.
- g. Declaration regarding banning, liquidation, court receivership etc. as per **Format 7.7**.
- h. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.
- i. Format for Bidder's Experience as per **Format 7.9**.
- j. Attachments
  - i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/Energy/Renewable Energy/Electric Vehicle charging station Development.
    - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of CA, if the bidder is selected as Successful bidder.
  - ii. Certificate of Incorporation of Bidding Company.
  - iii. Copy of PAN Card and GSTN Registration certificate.

- iv. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- v. Certified copies of annual audited accounts for the last three financial year, i.e. FY 2019-20, 2020-21, 2021-22 shall be required to be submitted. In case of tender having the bid submission deadline up to 30<sup>th</sup> September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year.
- vi. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- k. Covering letter of the Financial bid as per **Format - 7.10**.
- l. Schedule of Rates (SOR)/ Price Bid as per **Format 7.11**.

### **31 Important Notes and Instructions to Bidders**

- 31.1 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.
- 31.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of CA in terms of Clause 16 of the RfS.
- 31.3 If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 31.4 If the event specified at 31.3 is discovered after the Effective Date of CA, consequences specified in CA shall apply.
- 31.5 Response submitted by the Bidder shall become the property of the SECI and SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 14 of the RfS.
- 31.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/Addenda, CA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 31.7 The response to RfS shall be submitted as mentioned in Clause 30 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, SECI reserves the

right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

- 31.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 31.9 All the information should be submitted in English language only.
- 31.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 31.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 31.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 31.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 31.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS 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.
- 31.15 Only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 31.16 All the financial transactions to be made with SECI including delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/CA.

## **32 Non-Responsive Bid**

The electronic response to RfS submitted by the bidder along with the documents submitted **online** to SECI shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be "Non-responsive":

- (a) Non-submission of the requisite Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- (d) Any indication of Price in any part of response to the RfS, other than in the financial bid.

- (e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (f) Subject to provisions of Clause 5.1, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- (g) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

### **33 Method of Submission of Response to RfS by the Bidder**

#### **33.1 Documents to be Submitted Offline (in Original)**

The bidder has to submit original of following documents **offline**:

- a. DD/ Pay Order or NEFT/RTGS details towards Bid Processing Fee as mentioned in the Bid Information Sheet.
- b. DD/ Pay Order/ Bank Guarantee (as per Format 7.3A) towards EMD as mentioned in the Bid Information Sheet. In case EMD has been submitted in the form of NEFT/RTGS, transaction receipt of NEFT/RTGS shall be attached as part of the offline bid submission.
- c. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

**No documents will be accepted in person, on or before the date of bid submission.**

**Bank Guarantee against EMD needs to be submitted in both online and offline modes.** The bidders will be required to submit the bank guarantee, either in person or through post, at the office of SECI until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs on 22.01.2022, the above deadline will expire at 18:00 hrs on 24.01.2022. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees.

**Note:** In all cases, the Bank Guarantee against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

| RfS for Selection of Charging Station Operator for Supply, Erection, Testing, Commissioning, Operation & Maintenance of 1 EV CCS in the premises of NCRTC building at INA, New Delhi (EV-I) |   |
|---|---|
| <i>RfS Reference No.</i>  | SECI/C&P/OP/17/005/22-23 dated 10.02.2023   |
| <i>Submitted by</i>   | <i>(Enter Full name and address of the Bidder)</i>  |
| <i>Organization ID (OID) on ETS portal</i>  | <i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>  |
| <i>Authorized Signatory</i>   | <i>(Signature of the Authorized Signatory)</i><br><i>(Name of the Authorized Signatory)</i><br><i>(Stamp of the Bidder)</i>   |
| <i>Bid Submitted to</i>   | <b>AGM (C &amp; P)</b><br><b>Solar Energy Corporation of India Limited</b><br><b>6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023</b><br><b>Tel No. 011-24666220</b><br><b>Email - <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></b> |

### 33.2 Documents to be Submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-A. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

**If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Processing Fee submitted at this stage will be encashed and the EMD shall be returned and the submitted bid will stand cancelled.**

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website, <https://www.bharat-electronictender.com> which should contain the following:



## **I. Technical Bid (First Envelope)**

The Bidder shall upload single technical bid containing **scanned copies** of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

- (a) Formats - 7.1, 7.2, 7.3 A (if applicable), 7.4, 7.5, 7.6, 7.7, 7.8/7.8A and 7.9 as elaborated in Clause 26 of the RfS.
- (b) All attachments elaborated in Clause 30 of the RfS, under the sub-clause j: Attachments, with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of DD/Pay Order/NEFT/RTGS details towards Bid Processing Fee as mentioned in Bid Information Sheet.
- (e) Scanned copies of requisite amount of DD/Pay Order/NEFT/RTGS/Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

**The Bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.**

Submission of Pass-phrases: In line with Clause 31.8, and Annexure-A, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

## **II. Financial Bid (Second Envelope)**

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- (a) Covering letter as per Format - 7.10 of the RfS
- (b) Schedule of Rates (SOR)/ Price Bid as per Format 7.11 of the RfS.

**Only single Evaluated Bid Value (EBV) (INR) shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.**

### **Important Note:**

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SECI



within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder.

- (e) In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to SECI within the date as on 2 working days subsequent to bid submission deadline, the respective bidder will be debarred from participating in any of the tenders issued by SECI, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

### **34 Schedule of Rates (SOR)/ Price Bid/ Financial Bid**

- 34.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works as described in Tender Documents, based on the rates and prices submitted by the Bidder, and accepted by SECI. The prices quoted by the Bidders should clearly indicate the Goods & Service Tax (GST) components as also mentioned under the SOR.
- 34.2 Prices must be filled in format for "Schedule of Rates (SOR)/ Price Bid" enclosed as part of Tender documents.
- 34.3 Bidder shall quote for all the items of "SOR/ Price Bid" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Documents. In case any activity though specifically not covered in description of item under "SOR/ Price Bid" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, or any other part of Tender Documents, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 34.4 All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the bidder under the Contract, or for any other cause, shall be mentioned as per the SOR formats.
- 34.5 Prices quoted by the Bidder, shall remain Firm and Fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 34.6 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 SOR.
- a. The term Change in Law shall refer to the occurrence of any of the following events pertaining to this tender only after the last date of the bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification, or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the EV CCS.

- b. However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor, or (iii) any change on account of regulatory measures by the Appropriate Commission.
- 34.7 The Bidder shall quote the prices in 'figures' & 'words'. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the price indicated in words shall prevail. Further, if there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail.
- The prices of all such item(s) against which the Bidder has not quoted rates/ amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).
- The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, SECI shall be entitled to consider the highest price for that particular line item for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.
- The amount stated in the bid will be adjusted by SECI in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected.
- 34.8 Bidder needs to submit the detailed break-up of Goods & Service Tax (GST) (applicable for both Central and State) in the SOR/Price Bid. This data is required to ascertain the:
- Computation of taxes assumed at the time of bidding.
  - The total impact due to revision in applicable tax rate or introduction of new tax, if any.
  - Bidders are required to ascertain the correctness of amount related to Goods & Service Tax (GST) as mentioned in the SOR / Price Bid as on the date of techno-commercial bid submission as it will impact the Price assessment part at the time of evaluation of price bid.

### **35 Validity of the Response to RfS**

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS ("Bid Validity"). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

### **36 Bid Preparation Cost**

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. SECI shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

### **37 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments**

- 37.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the portal.
- 37.2 SECI will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI's response will be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.
- 37.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).

### **38 Right of SECI to Reject a Bid**

SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the bid processing fee (excluding GST, if amount credited to SECI's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

### **39 Post Award Compliances**

Timely completion of all the milestones i.e. signing of CA, meeting Conditions Subsequent (CA), Commissioning, Operation and Maintenance etc. will be the sole responsibility of the CSO. SECI shall not be liable for issuing any intimations/ reminders to the CSO for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with CSO by SECI for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of RfS, CA must be timely submitted by the CSO.

## **SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS**

Short listing of Bidders will be based on the following Criteria:

### **40 *General Eligibility Criteria***

Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

40.1 The Bidder shall be an Indian Company as defined.

40.2 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
- ii. “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
- iii. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
  - i. An entity incorporated, established or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose beneficial owner is situated in such a country; or
  - v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country; or
  - vii. A consortium where any member of the consortium falls under any of the above.
- iv. Further the successful bidder shall not be allowed to subcontract supplies/services/works to any “Sub-contractor” under Supply & Services Part of the Contract, from a country which shares a land border with India unless such Subcontractor is registered with the competent as mentioned above.
- v. However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

- vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
  - vii. Other provisions of the referred OM dated 23.07.2020, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.
- 40.3 JV, Consortium, Limited Liability Partnership (LLPs), Partnerships, Proprietorships, NGOs, Charitable Trusts, and Educational Societies are not eligible for participation.
- 40.4 The Bidder & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect.
- 40.5 The Bidder shall not have been debarred/blacklisted by SECI/ Ministry of New & Renewable Energy (MNRE) or any other ministries and / or any other Government Department, Agencies or CPSUs from future bidding due to poor performance or Corrupt and Fraudulent practices or any other reason in the past.
- 40.6 The Bidder should not be under any liquidation, court receivership or similar proceedings on due date of submission of bid.

#### **41 Technical Eligibility Criteria**

- 41.1 The Bidder should have rendered satisfactory services and successfully executed contracts of **“Similar Works”** in any of the last 07 (Seven) years) as on last date of bid submission. **“Similar Works”** means the works involving installation and commissioning of electric vehicle charging stations of **Fast-type DC charger**.

(Documents required: Proof of documentation confirming above experience details- Client Work / LoI/ LoA/ PO/ Recommendation Letter/ Successful Order execution confirmation and Performance Certificate for satisfactory performance at least 6 months prior to the last date of submission of bid, from client side)

- 41.2 The bidder should have successfully completed at least one single Similar Work of value of **Rs. 11,20,000 (Indian Rupees Eleven Lakhs Twenty Thousand only)** or more during any of the last 07 (Seven) years. However, such chargers must have been in satisfactory operation for at least six (06) months from the date of commissioning.

**OR**

The bidder should have successfully completed one single Similar Work of **50 kW** capacity during any of the last 07 (Seven) years as on last date of bid submission. However, such charger must have been in satisfactory operation for at least six (06) months from the date of commissioning.

- 41.3 The Bidder should have office of their own in India and having their own operator and supervisor in India. **A self-certification on the letterhead of the Bidder (duly**

**stamped and signed) indicating address and contact details of the concerned is to be submitted along with the bid.**

- 41.4 Names and addresses of clients along with details regarding nature, amount and period of the contracts should be furnished. Certificates from the clients in support of the requirements mentioned in clause 41.2 above regarding the quality, value, duration and brief details of service rendered shall also be furnished.

## **42 Financial Eligibility Criteria**

- 42.1 The **Minimum Average Annual Turnover (MAAT)** of the bidder in the last three financial years (i.e., FY 2019-20, 2020-21 & 2021-22) should be **INR 11,20,000 (Indian Rupees Eleven Lakhs and Twenty Thousand Only)**

\* MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g., sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts. In case of tender having the submission deadline up to 30<sup>th</sup> September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30<sup>th</sup> September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.

Financial data for latest last three audited financial years have to be submitted by the bidder as per Format-7.5 of the RfS along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his/her stamp and signature.

The tender submission of tenderers, who do not qualify the technical eligibility criteria & Financial criteria stipulated in the clauses above, shall not be considered for further evaluation and therefore would be rejected. However, SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder. The mere fact that the tenderer is qualified as mentioned in the financial criteria shall not imply that its bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender as prescribed.

Non-compliance of any of the above conditions will result in technical disqualification of the party. Financial bid of the technically disqualified party(ies) will not be considered.

**AND**

- 42.2 The net worth for the last financial year should be positive. "Net Worth" of the Bidder shall be calculated as per Company Act 2013.

**AND**

- 42.3 The bidder should have a minimum Working Capital of **INR 3,50,000/- (Indian Rupees Three Lakhs Fifty Thousand Only)** as per the last audited financial statement. If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank (which shall be among any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of letter for line of credit. Line of credit issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI)), confirming availability of the line of credit for more than or equal **INR 3,50,000/- (Indian Rupees Three Lakhs Fifty Thousand only)** to meet the working Capital requirement of this particular Project.

**Documentary Evidence for the following must be submitted, to support your eligibility**

- a) 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;
- b) Copies of relevant Certificates issued
- c) Copy of Self-Certification on the bidder's letter head being not blacklisted /barred for taking up similar work in any organisation.
- d) Certified copy of registration certificate.
- e) Documents showing proof of turnover during last 3 financial years.

Notwithstanding anything stated above, SECI reserves the right to assess the bidder's capability and capacity to perform the contract should the circumstances warrant such assessment necessary in its overall interest. Bidder may have to produce originals of documents submitted to qualify against the Project, which shall be returned after verification & shall not be retained by SECI. Authenticity of documents submitted by bidders may also be verified by SECI as deemed fit through its own sources.

**IN CASE ANY DOCUMENT BY A BIDDER IS FOUND TO BE FORGED OR FAKE, SECI RESERVES ITS RIGHT TO TAKE APPROPRIATE ACTIONS FOR SUCH MALPRACTICES INCLUDING FOREFEITURE OF EMD AND/OR BANNING OF BUSINESS/ BLACKLISTING ETC.**



## **SECTION 5. BID EVALUATION AND SELECTION OF PROJECT**

### **43 *Bid Evaluation***

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

### **44 *Techno-Commercial Evaluation of Bidders (Step 1)***

- 44.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 29 of the RfS are received by SECI. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee.

For e.g., if the bid submission deadline is 18:00 hrs on 05.12.2022, the online bid opening will be conducted on 08.12.2022. In case of the above deadline being a holiday, the bids will be opened on the next working day.

- 44.2 Subject to Clause 32 of the RfS, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of bids, SECI may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 07 (seven) days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.
- 44.3 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

### **45 *Financial Bid Evaluation (Step 2)***

- 45.1 In this step, evaluations of Techno-Commercially Qualified Bids shall be done based on the **Evaluated Bid Value (EBV)** quoted by the Bidder in the Electronic Form of Financial Bid.
- 45.2 Second Envelope (containing EBV) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.
- 45.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single EBV in Indian Rupee for the Project. **The EBV has to be quoted in Indian Rupee up to 2 (two) places of decimal only. If the EBV is quoted in Indian Rupees with more than 2**



**decimal places, the EBV shall be considered up to 2 decimal places only, and the decimal places after two decimal places shall be ignored.**

45.4 In this step, evaluation will be carried out based on the EBV quoted by Bidders.

45.5 On completion of Techno-Commercial bid evaluation, if it is found that only one Bidder is eligible for the next stage, opening of the financial bid of the Bidder will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.

#### ***46 Selection of Successful Bidders***

46.1 The Bidder quoting the lowest EBV in the financial bid (“**L1 Bidder**”) as mentioned at 45.1 above shall be declared as Successful Bidder.

In case of a tie among two or more bidders at the L1 EBV, then L-1 Bidder will be the bidder who has the highest average annual turnover as per the documents submitted as part of their bid.

#### ***47 Issuance of LoAs***

At the end of selection process, a Letter of Award (LoA) will be issued to the successful Bidder for the Project.

In all cases, SECI’s decision regarding selection of Bidder or annulment of tender process shall be final and binding on all participating bidders.

## **SECTION 6.      DEFINITIONS OF TERMS**

**48** *Following terms used in the documents will carry the meaning and interpretations as described below:*

- 48.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 48.2 **"AFFILIATE"** shall mean a company that, directly or indirectly,
- i. controls, or
  - ii. is controlled by, or
  - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.
- 48.3 **"AFFECTED PARTY"** shall mean SECI or the Contractor whose performance has been affected by an event of Force Majeure.
- 48.4 **"APPLICABLE LAW"** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 48.5 **"APPOINTING AUTHORITY"** for the purpose of arbitration shall be any person so designated by SECI.
- 48.6 **"ARBITRATOR"** means the sole arbitrator appointed as per provisions of Clause 27.
- 48.7 **"APPROPRIATE COMMISSION"** shall mean Central Electricity Regulatory Commission (CERC).
- 48.8 **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by SECI.
- 48.9 **"BIDDER"** shall mean Bidding Company, which shall be an Indian Company registered under the Companies Act, 1956 or Companies Act, 2013, submitting the Bid.
- 48.10 **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.
- 48.11 **"CAPTIVE CHARGING STATION (CCS)" or "PROJECT"** shall mean Electric vehicle charging station consisting of Electric Vehicle Supply Equipment (EVSE), associated electrical and civil infrastructure.

48.12 **“CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

For bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

48.13 **“CEA”** shall mean the Central Electricity Authority.

48.14 **“COERCIVE PRACTICE”** means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

48.15 **“COLLUSIVE PRACTICE”** amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive SECI of the benefits of free and open competition.

48.16 **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

48.17 **“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause 22 of the RfS.

48.18 **“CONTRACT AGREEMENT (CA)” or “CONTRACT”** shall mean the Contract Agreement signed between the CSO and SECI according to the terms and conditions of this RfS.

48.19 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date of the CA and ending on the immediately succeeding 31<sup>st</sup> March and thereafter each period of 12 months beginning on 1<sup>st</sup> April and ending on 31<sup>st</sup> March provided that:

- i. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31<sup>st</sup> March, and thereafter each period of 12 (Twelve) Months commencing on 1<sup>st</sup> April and ending on 31<sup>st</sup> March, and
- ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the CA.

48.20 **“CORRUPT PRACTICE”** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

48.21 **“DAY”** shall mean calendar day.

- 48.22 **“DEFECT LIABILITY PERIOD”** means the period of validity of the warranties given by the Contractor commencing at the Commissioning of the EV CCS, during which the Contractor is responsible for defects with respect to the EV CCS as provided in Clause 18.
- 48.23 **“DOWNTIME”** shall mean the time duration when EV charger is non-operational due to disruption in power supply or disruption in IT service (server-side error) or both. In this context, the downtime due to disruption in power supply from the DISCOM will not be accounted for penalty. Therefore, here “Downtime” is accounted for only if more than 5% user error rate due to disruption in IT service or faulty equipment. Downtime is measured based on server-side error rate.
- 48.24 **“EFFECTIVE DATE”** shall be the date as per Clause 16 of the RfS.
- 48.25 **“ENGINEER-IN-CHARGE (EIC)” or “PROJECT MANAGER”** shall mean the person designated from time to time by SECI and shall include those who are expressly authorized by SECI to act for and on SECI’s behalf for operation of this Contract.
- 48.26 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.
- 48.27 **“ESTIMATED BID VALUE (EBV)”** shall be the sum of Supply, Services and NPV value of O&M, calculated in line with the Schedule of Rates (SOR).
- 48.28 **“FACILITIES”** shall mean the Project and Equipment to be supplied and installed, as well as all the installation services including all infrastructure as mentioned in scope of works to be carried out by the Contractor under the Contract.
- 48.29 **“FRAUDULENT PRACTICE”** means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive to influence a selection process or during execution of contract/ order.
- 48.30 **“GOODS & SERVICES TAX (GST)”** means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws) w.e.f. 01.07.2017, which shall be fully complied with by Bidders.
- 48.31 **“GROUP COMPANY”** of a Company means
- i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
  - ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
  - iii. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

- iv. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- v. a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

48.32 **“LETTER OF AWARD” or “LoA”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the Project.

48.33 **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

48.34 **“LLC”** shall mean Limited Liability Company.

48.35 **“MONTH”** shall mean calendar month.

48.36 **“MONTHLY UPTIME PERCENTAGE”** means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

48.37 **“NET-WORTH”** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.

48.38 **“O&M”** shall mean comprehensive Operation & Maintenance of Commissioned Project/ Work/ Facilities under the Contract.

48.39 **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

48.40 **“PROJECT COMMISSIONING”** The Project will be considered as commissioned if all equipment, including the app, as per rated project capacity has been installed;

48.41 **“PROJECT DEVELOPER” or “DEVELOPER” or “CHARGING STATION OPERATOR (CSO)” or “CONTRACTOR”** shall mean the Bidding Company participating in the bid and having been selected and allocated the Project by SECI (through a competitive bidding process) and which shall be responsible for setting up of the Project and signing of CA with SECI.

48.42 **“PROJECT LOCATION”** shall mean the area identified as per Clause 6 of the RfS.

- 48.43 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by SECI along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/OP/17/005/22-23 dated 10.02.2023.
- 48.44 **“SCHEDULED COMMISSIONING DATE”** or **“SCD”** shall be the date as indicated in Clause 8 of the RfS.
- 48.45 **“SECI”** or **“OWNER”** shall mean Solar Energy Corporation of India Limited.
- 48.46 **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project as per the terms of RfS/CA.
- 48.47 **“STATE TRANSMISSION UTILITY (STU)”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.
- 48.48 **“TOE”** shall mean Tender Opening Event.
- 48.49 **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;
- 48.50 **“WEEK”** shall mean calendar week;

## **SECTION 7.        SAMPLE FORMS & FORMATS FOR BID** **SUBMISSION**

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the RfS.

### **Format 7.1**

#### **COVERING LETTER**

**(The Covering Letter should 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  
6th Floor, Plate-B, NBCC Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110 023

**Sub:** Response to RfS No. .... dated ..... for ..... (*Insert title of the RfS*)

Dear Sir/ Madam,

We, the undersigned ..... [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard CA for supply, erection, testing, commissioning, operation & maintenance of electric vehicle charging station for the Term of the CA to SECI, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard (strike out whichever not applicable).

1. We give our unconditional acceptance to the RfS, dated ..... [*Insert date in dd/mm/yyyy*], standard CA document attached thereto, issued by SECI. In token of our acceptance to the RfS, CA documents along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the CA is executed as per the provisions of the RfS and provisions of CA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 8 of the RfS.

2. We have bid for 1 Electric Vehicle Charging Station to be set up in the premises of NCRTC building at INA, New Delhi.
3. Earnest Money Deposit (EMD):- *(Please read Clause 14 carefully before filling)*  
We have enclosed EMD of INR ..... (Insert Amount), in the form of Bank Guarantee no..... [Insert bank guarantee] dated ..... [Insert date of bank guarantee] as per Format 7.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause No. 14 of this RfS.
4. We hereby declare that in the event we get selected and we are not able to submit DD/ Pay Order/NEFT/RTGS/Bank Guarantee of the requisite value(s) towards Performance Security, within due time as mentioned in Clause 15 of this RfS on issue of LoA by SECI for the EV CCS and/or we are not able to sign CA with SECI within the timeline as stipulated in the RfS for the EV CCS, SECI shall have the right to encash the EMD submitted by us.
5. We have submitted our response to RfS strictly as per Chapter 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
6. Acceptance:-  
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 RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.  
We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of award of Project in line with the provisions of the RfS, shall be binding on us.
7. 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 RfS and execute the CA, in the event of our selection as Successful Bidder.
8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SECI.
10. The information submitted in our response to the RfS 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 RfS.



11. We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_  
(Insert date in dd/mm/yyyy) for acceptance [i.e. a period of 180 (One Hundred Eighty)  
Days from the last date of submission of response to RfS].

12. **Contact Person**

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

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

13. 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 Contractor's event of default under CA and  
consequent provisions of CA shall apply.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of  
Attorney/ Board Resolution/ Declaration.

**GENERAL PARTICULARS OF THE BIDDER/AGENCY**

|  |                      |
|--|----------------------|
| Name of the Consulting Bidder/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/blacklisted 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                                   | <b>Yes</b> <b>No</b> |
| GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)  |                      |
| GSTN Address   |                      |

(Signature of Authorized Signatory)

**FORMAT FOR EARNEST MONEY DEPOSIT (EMD)**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)*

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS for \_\_\_\_, in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of .....[Insert the name of the Bidder] as per the terms of the RfS, the \_\_\_\_\_ [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ [Insert amount in accordance with Clause No. 14 of this RfS], only, on behalf of M/s \_\_\_\_\_ [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [insert date of validity in accordance with Clause No. 14 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [insert date of validity in accordance with Clause No. 14 of this RfS]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [insert date of validity in accordance with Clause No. 14 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [Insert name of the Bidder] and/ or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only) and it shall remain in force until \_\_\_\_\_ [*Date to be inserted on the basis of Clause No. 14 of this RfS*] with an additional claim period of thirty (30) days thereafter.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ [*Insert Name and Address of the Bank*] \_\_\_\_\_

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)*

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Developer') submitting the response to RfS inter alia for ..... [*Insert title of the RfS*], in response to the RfS dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of ..... [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Developer and issuing Letter of Award No. \_\_\_\_\_ to \_\_\_\_\_ (*Insert Name of selected Developer*) as per terms of RfS and the same having been accepted by the selected Developer resulting in a Contract Agreement (CA)\_\_\_ [from selected Developer or a Project Company, M/s \_\_\_\_\_ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the \_\_\_\_\_ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of the SECI*] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees \_\_\_\_\_ [Total Value] only, on behalf of M/s \_\_\_\_\_ [*Insert name of the selected Developer/ Project Company*]

This guarantee shall be valid and binding on this Bank up to and including ..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only).

Our Guarantee shall remain in force until ..... SECI shall be entitled to invoke this Guarantee till ..... [*Insert date which is 30 days after the date in the preceding sentence*].

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [*Insert name of the selected Developer/ Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Developer/ Project Company, to make any claim against or any demand on the selected Developer/ Project Company or to give any notice to the selected Developer/ Project Company or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Developer/ Project Company.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the CA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) and it shall remain in force until ..... with an additional claim period of thirty (30) days hereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ [*Insert Name and Address of the Bank*] \_\_\_\_

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

**FORMAT FOR BOARD RESOLUTIONS**

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 RfS vide RfS No. \_\_\_\_\_ for \_\_\_\_\_ (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to 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 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.



**FORMAT FOR FINANCIAL REQUIREMENT**

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

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We have verified the Annual Accounts and other relevant records of  
M/s..... (Name of the bidder) and certify the following

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

(i.e., 3 preceding financial years)

| S. No. | Financial Year | Turnover | Remarks |
|--------|----------------|----------|---------|
| 1      | 2019-20        |          |         |
| 2      | 2020-21        |          |         |
| 3      | 2021-22        |          |         |

**And**

Net worth (strike out whichever is not applicable) of INR.....Crore computed as per instructions provided in this tender based on unconsolidated audited annual accounts as per last FY.

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

| Description   | Year _____      |
|---|-----------------|
|   | Amount (in INR) |
| 1. Current Assets                                       |                 |
| 2. Current Liabilities                                  |                 |
| 3. Working Capital (Current Assets-Current liabilities) |                 |

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

Copy of audited balance sheet(s) for last 3 Financial Years ending on 31<sup>st</sup> March 2021/2022 as may be applicable.

**(Signature & Name of the Authorized Signatory)**

**(Signature and Stamp of CA)**

**Membership No.**

**Regn. No. of the CA's**

**Firm:**

**Date:**

**Notes:**

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 50% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

**UNDERTAKING**

*(To be submitted on the letterhead of the Bidder)*

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfS vide RfS No. \_\_\_\_\_ dated \_\_\_\_\_, that the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

(Name and Signature of the Authorized Signatory)

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

*(To be submitted on the letterhead of the Bidder)*

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

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

Tel. #: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

(Enter address of SECI)

**Sub:** Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We hereby confirm that we are not on Banning List by SECI or Public Sector Project Management due to poor performance or Corrupt/ Fraudulent/ Collusive/ Coercive 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) are on banning list of SECI 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 SECI that we have given wrong declaration in this regard, the same shall be dealt as Fraudulent Practices and we shall be banned by SECI for a period which shall be decided by SECI on case-to-case basis, subject to minimum period of banning being 06 months from the date of issuance of banning order.

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 SECI by us.

(Name and Signature of the Authorized Signatory)

**FORMAT FOR DISCLOSURE**

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

**DISCLOSURE**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

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

Tel. #: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

(Enter address of SECI)

**Sub:** Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. \_\_\_\_\_ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/CA including but not limited to cancellation of our response to this RfS and LoA/CA as applicable, we, i.e. M/s \_\_\_\_\_ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred/blacklisted from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 40.3 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**FORMAT FOR DISCLOSURE**

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

*(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)*

**DISCLOSURE**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

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 - 110 023

**Sub:** Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s \_\_\_\_\_ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s \_\_\_\_\_ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No. \_\_\_\_\_.

We undertake that M/s \_\_\_\_\_ (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s \_\_\_\_\_ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s \_\_\_\_\_ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/CA including but not limited to cancellation of our response to this RfS and LoA/CA as applicable, we, i.e. M/s \_\_\_\_\_ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred/blacklisted from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 40.3 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**DECLARATION**

**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:  
MoF OM No 6/18/2019-PPD dated 23.07.2020**

*(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

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

East Kidwai Nagar, New Delhi - 110 023

Sub: Response to the Tender No ..... dated .....for the  
tender for .....

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 issued by Department of Expenditure, MoF, Govt of India.

*(Bidders are required to submit the relevant Declaration 1 and/or 2. Kindly provide the relevant declaration(s) pertaining to you).*

We are hereby submitting the following declaration in this regard:

**Declaration 1: Certification for Tenders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

**AND**



**Declaration 2: Certification for Tenders for Works involving possibility of sub-contracting (Applicable for Supply & Service Part)**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.07.2020, as referred above.

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**FORMAT FOR TECHNICAL CRITERIA***(This should 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

(Enter Address of SECI)

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

| S. No | Description of the Services | LOA /WO No. and date | Full Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i> | Postal & nos. of | Value of Contract/Order (in INR) | Date of Commencement of Services | Scheduled Completion Time (Days) | Date of Actual Completion | Reasons for delay in execution, if any |
|-------|-----------------------------|----------------------|--|------------------|----------------------------------|----------------------------------|----------------------------------|---------------------------|--|
| (1)   | (2)                         | (3)                  | (5)  | (6)              | (7)                              | (8)                              | (9)                              | (10)                      |  |
|       |                             |                      |  |                  |                                  |                                  |                                  |                           |  |
|       |                             |                      |  |                  |                                  |                                  |                                  |                           |  |

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**FORMAT FOR SUBMISSION OF FINANCIAL BID**

*(The Covering Letter should 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

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

East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

I/We, \_\_\_\_\_ *(Insert Name of the Bidder)* enclose herewith the Financial Proposal for selection of my/ our firm for \_\_\_\_\_.

I/We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**Notes:**

- 1. If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
- 2. Estimated Bid Value (EBV) requirement 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. EBV should be in Indian Rupee, up to 2 places of decimal only, and the decimal places after 2 shall be ignored.*

**SCHEDULE OF RATES (SOR)/ PRICE BID**

| <b>Schedule No. 1</b>   |   |                 |                            |   |                              |
|---|---|-----------------|----------------------------|---|------------------------------|
| <b>RfS for Selection of Charging Station Operator (CSO) for Supply, Erection, Testing, Commissioning, Operation &amp; Maintenance of 01 EV CCS in the premises of NCRTC building at INA, New Delhi (EV-I)</b> |   |                 |                            |   |                              |
| <b>Item</b>   | <b>Item Description</b>   | <b>Quantity</b> | <b>Base Price (in INR)</b> | <b>Goods &amp; Service Tax (GST) in absolute figures (in INR)</b> | <b>Total Amount (in INR)</b> |
| <b>1</b>  | <b>2</b>  | <b>3</b>        | <b>4</b>                   | <b>5=3*4</b>  | <b>6</b>                     |
| <b>A – SUPPLY &amp; SERVICE</b>   |   |                 |                            |   |                              |
| 1   | 60 kW app-enabled DC Charger- 30 kW x 2 Guns & Modem  | 1               |                            |   |                              |
| 2   | LT Cable  |                 |                            |   |                              |
| 3   | Freight & Insurance   |                 |                            |   |                              |
| 4   | Installation & Commissioning- incl. Cable termination, Connection & Commissioning   |                 |                            |   |                              |
| 5   | Other Civil Works- incl. Back-end electrical infrastructure, earthing, civil work, charger foundation, charger stand etc.   |                 |                            |   |                              |
|   | <b>Grand Total A (in INR)</b>   |                 |                            |   |                              |
| <b>General instructions to fill the Price Schedules</b>   |   |                 |                            |   |                              |
| 1   | The payment of GST by SECI shall only be at the CEILING of GST as mentioned by the Bidder in the Schedule No 1 at the time of bidding. Bidders are required to quote the applicable GST with due diligence & appropriate financial prudence, as afterwards bidders will not be able to change or claim the GST charges already quoted during the bid. |                 |                            |   |                              |
| 2   | Bidders are required to fill the relevant portion/Parts/Line items/scope of the respective Price Schedules only. In case, any line item is left blank by the bidder, it will be deemed assumed by SECI that such portion/Parts/line item/Scope has been considered by the bidder suitably somewhere else in the Price schedules.                      |                 |                            |   |                              |
| 3   | In case the bidder don't want to mention any quantity/price in any particular line item, then he has to put zero (0) against that particular line item.   |                 |                            |   |                              |

| <b>Schedule No. 2. Operation &amp; Maintenance</b>  |   |             |  |  |  |  |                                      |
|---|---|-------------|--|--|--|--|--------------------------------------|
| <b>RfS for Selection of Charging Station Operator (CSO) for Supply, Erection, Testing, Commissioning, Operation &amp; Maintenance of 01 EV CCS in the premises of NCRTC building at INA, New Delhi (EV-I)</b> |   |             |  |  |  |  |                                      |
| <b>S. No</b>  | <b>Description of Item</b>  | <b>Year</b> | <b>PRICES (INR)</b>                                  |  |  |  |                                      |
|   |   |             | <b>Yearly O&amp;M Price (Excluding GST) (in INR)</b> | <b>Total value of Applicable GST (in figures) (in INR)</b> | <b>Yearly O&amp;M Price including GST (in INR)</b> | <b>Present Value Factor (PVF) (8.30 %)</b> | <b>NPV of O&amp;M Price (in INR)</b> |
| <b>1</b>  | <b>2</b>  | <b>3</b>    | <b>4</b>   | <b>5</b>   | <b>6=4+5</b>                                       | <b>7</b>                                   | <b>8=6*5</b>                         |
| <b>B- OPERATION &amp; MAINTENANCE</b>   |   |             |  |  |  |  |                                      |
| 1   | Operation and Maintenance for <b>FIRST YEAR</b>   | 1           |  |  |  | <b>0.923</b>                               |                                      |
| 2   | Operation and Maintenance for <b>SECOND YEAR</b>  | 2           |  |  |  | <b>0.853</b>                               |                                      |
| 3   | Operation and Maintenance for <b>THIRD YEAR</b>   | 3           |  |  |  | <b>0.787</b>                               |                                      |
| 4   | Operation and Maintenance for <b>FOURTH YEAR</b>  | 4           |  |  |  | <b>0.727</b>                               |                                      |
| 5   | Operation and Maintenance for <b>FIFTH YEAR</b>   | 5           |  |  |  | <b>0.671</b>                               |                                      |
| 6   | Operation and Maintenance for <b>SIXTH YEAR</b>   | 6           |  |  |  | <b>0.620</b>                               |                                      |
| 7   | Operation and Maintenance for <b>SEVENTH YEAR</b>   | 7           |  |  |  | <b>0.572</b>                               |                                      |
|   | <b>NPV OF O&amp;M PRICE FOR 7 YEARS (1+2+3+4+5+6+7) (in INR)</b>  | <b>-</b>    |  | <b>-</b>   |  | <b>-</b>                                   |                                      |
|   |   |             |  |  |  |  |                                      |
| <b>General instructions to fill the Price Schedules</b>   |   |             |  |  |  |  |                                      |
| 1   | The payment of GST/Taxation by SECI shall only be at the CEILING of GST/Taxation as mentioned by the Bidder in the Schedule No 2 at the time of bidding. Bidders are required to quote the applicable GST/Taxation with due diligence & appropriate |             |  |  |  |  |                                      |

|   |   |
|---|---|
|   | financial prudence, as afterwards bidders will not be able to change or claim the GST charges already quoted during the bid.  |
| 2 | Bidders are required to fill the relevant portion/Parts/Line items/scope of the respective Price Schedules only. In case, any line item is left blank by the bidder, it will be deemed assumed by SECI that such portion/Parts/line item/Scope has been considered by the bidder suitably somewhere else in the Price schedules.. |
| 3 | In case the bidder don't want to mention any quantity/price in any particular line item, then he has to mandatorily put zero (0) against that particular line item.   |
| 4 | O & M Charges on YoY basis must be in equal or in ascending order only.   |

| <b>SCHEDULE NO 3 /SCHEDULE OF RATES [SOR-3] - GRAND TOTAL SUMMARY</b> |  |
|---|--|
|   |  |
| Total Price of Schedule No 1/SOR 1 (in INR)                           |  |
| Total NPV Price of Schedule No 2/SOR 2 (in INR) {Sum of Col.8}        |  |
| <b>Evaluated Bid Value (EBV) (SOR 1+SOR 2) (in INR)</b>               |  |

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,  
We remain,  
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING**

**GENERAL**

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RfS Documents. Submission of Online Bids is mandatory for this RfS.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Solar Energy Corporation of India Limited (SECI)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

**INSTRUCTIONS**

**Tender Bidding Methodology:**

**Sealed Bid System**

Single Stage Two Envelope

**Broad Outline of Activities from Bidder's Perspective:**

- a. Procure a Class III Digital Signing Certificate (DSC).
- b. Register on ElectronicTender System® (ETS)
- c. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
- d. View Notice Inviting Tender (NIT) on ETS
- e. For this tender -- Assign Tender Search Code (TSC) to a MA
- f. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
- g. Clarification to Tender Documents on ETS
  - Query to SECI (Optional)
  - View response to queries posted by SECI
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant Bid-Part
- j. Post-TOE Clarification on ETS (Optional)
  - i. Respond to SECI Post-TOE queries



For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/ activated.

#### Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

| ISN-ETS/ Helpdesk |  |
|-------------------|--|
| Telephone/ Mobile | Customer Support: +91-124-4229071, 4229072<br>( From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)                |
| Email-ID          | <a href="mailto:support@isn-ets.com">support@isn-ets.com</a> [Please mark CC: <a href="mailto:support@electronictender.com">support@electronictender.com</a> ] |

### Some Bidding Related Information for this Tender (Sealed Bid)

|                                       |   |               |
|---------------------------------------|---|---------------|
| RfS for 1 EV CCS at NCRTC, INA (EV-I) | RfS No. SECI/C&P/OP/17/005/22-23 dated 10.02.2023 | Page 80 of 84 |
|---------------------------------------|---|---------------|

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
  - Envelope I (Techno-commercial-Bid)
  - Envelope II (Financial-Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 33 of the RfS, failing which the technical bids will not be opened.

*Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.*

### **Internet Connectivity**

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

### **SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the**

**information contained in the ElectronicForms® and the ‘Main-Bid’, the contents of the ‘Main-bid’ shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

**The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid.** The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by SECI.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

### **PUBLIC ONLINE TENDER OPENING EVENT (TOE)**

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to SECI’s office for the Public Online TOE, if applicable for the RfS.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted by the bidder himself during the TOE itself, or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of the ‘Online Tender Opening Event (TOE)’. This is

available to all participating bidders for 'Viewing/ Downloading', as per the NIT configured by the bidding agency.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

### **OTHER INSTRUCTIONS**

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the **User-Guidance Center**. The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

### **SEVEN CRITICAL DOs AND DON'Ts FOR BIDDERS**

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

**Note:** Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

#### **Pre-requisite for participation in bidding process**

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/ Firm

#### **Vendors Training Program**

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to [support@isn-ets.com](mailto:support@isn-ets.com). Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.