

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-12-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-12-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of New And Renewable Energy
Department Name/विभाग का नाम	Solar Energy Corporation Of India Limited
Organisation Name/संगठन का नाम	Solar Energy Corporation Of India Limited
Office Name/कार्यालय का नाम	Nbcc Office Block East Kidwai Nagar New Delhi
Item Category/मद केटगरी	Custom Bid for Services - Tender for the Renewal of 8 Nos of AutoCAD Software Subscription Licenses
Contract Period/अनुबंध अवधि	1 Month(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1702553695.pdf](#)

Service Level Agreement (SLA):[1702553733.pdf](#)

Payment Terms:[1702553738.pdf](#)

GEM Availability Report (GAR):[1702553763.pdf](#)

Custom Bid For Services - Tender For The Renewal Of 8 Nos Of AutoCAD Software Subscription Licenses (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Tender for the Renewal of 8 Nos of AutoCAD Software Subscription Licenses
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Prem Kumar	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---



**SOLAR ENERGY CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)
CIN: U40106DL2011GOI225263**

**6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023, India.**

This is a **Tender for the “Renewal of 8 Nos of AutoCAD® Software Subscription Licenses”** invited by Solar Energy Corporation of India Limited (hereinafter called as “SECI” or as “Owner”), from the eligible Service Providers (hereinafter also called as “Bidder” or as “Contractor” or as “Service Provider”) to participate & submit their bid.

For the implementation of above-mentioned work, Bidders shall submit their bid complete in all respect as per the Terms & Conditions of this tender document

DISCLAIMER:

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

1. Scope of Work:

- 1.1 Solar Energy Corporation of India Limited (SECI) shall utilize the renewed AutoCAD is a computer-aided design (CAD) software for works related to drafting and review of various engineering drawings and layouts including architectural, electrical and civil drawings etc. including but not limited to Site Assessment and Layout Planning, Solar Panel Design and Placement, Electrical System Design, Structural Design and Analysis, etc. in the conception and entire design phase of projects.
- 1.2 Currently, SECI holds 8 Nos of subscription licenses of this software which are set to expire on 12th December, 2023 (2 Licenses) and 15th January, 2024 (6 Licenses) respectively. In view of upcoming expiration of subscribed licenses as mentioned above, SECI wish to renew these existing AutoCAD licenses for smooth flow of engineering and design works as per the following terms and conditions set forth in this document.
- 1.3 During the period of subscription of AutoCAD software, Service Provider make sure that the OEM (Original Equipment Manufacturer) shall grant/ permit its rights to SECI to use or enjoy of Intellectual Property (IP) right in respect of Information Technology software supplied/ renewed hereunder.
- 1.4 Service Provider may deliver the subscription licenses through Electronic License Delivery (ELD)/ Electronic Download/ Mail.
- 1.5 **Duration of Subscription Renewal:** 3 (Three) Years.
- 1.6 **Order Processing & Delivery:** The order for the Renewal of 8 Nos of AutoCAD software subscription licenses (Standard Plan including specialized Toolsets; User: Commercial Single) shall be processed through the Autodesk Authorized Distributors/Resellers in India and are should be delivered within 14 (Fourteen) days effective from the date of GeM Order or as mentioned in GeM Order at the consignee location.

2. Payment Terms:

- 2.1 No advance payment shall be given under any circumstances whatsoever.
- 2.2 All payments to be made directly to the Service Provider under the GeM Order shall be made by SECI through electronic payment mechanism (e-payment).
- 2.3 100 % payment for the deliverables and services as detailed above under Scope of Work shall be released within 30 days on submission of physical invoice/bill after deduction of taxes and duties and liquidated charges, if any as applicable, on

successful completion of the total work & deliverables if any including verification of original Invoice/bill by representative of SECI.

- 2.4 All payments shall be made against GST invoices to be raised by the Service Provider as specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard. In the event that the Service Provider fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, Owner shall not be liable to make any payment against such invoice.
3. **Liquidated Damages (LD):** The timely completion of the work is the essence of this order. 0.5% of total order price per week of delay or part thereof and subject to a maximum of 2.5% of Total order price will be levied on account of supplier's/ contractor's failure to achieve the order processing & delivery of the aforesaid work within 14 (Fourteen) days.
4. **Eligibility Conditions:** Open to all the Bidders/ Distributors/ Suppliers/ Authorised Sellers/ Service Providers who has Manufactures/ OEM Authorization. The participating Bidder/ Distributer/ Supplier/ Authorised Seller/ Service Provider should furnish Manufactures/ OEM Authorization certificate along with the technical bid.
5. **Documents Comprising the BID:**

Bidder shall upload the scanned copies of all the below-mentioned original documents during online Bid Submission as a part of technical bid.

“Bidder should explicitly note that no hard copies are to be submitted as a part of Second envelope”.

- a. Covering Letter as per Format-I.
- b. General particulars of the Bidder as per the Format-II.
- c. No Deviation Confirmation as per Format-III.
- d. E-Banking Mandate Form as per Format-IV.
- e. An undertaking that the bidder has not been blacklisted by any Government Department/Autonomous bodies/any organization as on the date of submission of the bid.
- f. An undertaking Regarding Banning, Liquidation, Court Receivership etc. as on the date of submission of the bid.
- g. Copy of GST registration No, PAN Card.
- h. Copy of Manufacture/ OEM Authorization certificate.

Note:

- i. Bidder's/ Distributer's/ Supplier's/ Authorised Seller's/ Service Provider's offer is liable to be rejected if they don't upload any of the certificates /

documents sought in the Bid document, ATC and Corrigendum if any. And scanned copies of all the documents which have been submitted/ uploaded should be clearly visible.

- ii. The Financial Bid/Bids will be taken up only if the Bidder/ Distributer/ Supplier/ Authorised Seller/ Service Providers meets the qualifying criteria and technical specifications are found satisfactory; otherwise, the Bid will be straight way rejected.
- iii. Interested Bidders/ Distributers/ Suppliers/ Authorised Sellers/ Service Providers shall submit their bids online only at website: <https://gem.gov.in>.
- iv. Owner reserves the right to accept or reject any bid or reject all bids and to annul tender at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action.

6. Non-Disclosure Agreement:

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

- 7. Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Distributer/ Supplier/ Authorised Seller/ Service Provider shall indemnify the SECI against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Distributer/ Supplier/ Seller/ Service Provider shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

- 8. Jurisdiction:** This order shall be construed in accordance with and governed by the Laws of India. This order shall be deemed to have conducted in Delhi where it has been signed and all obligations herein under shall be deemed to be located at Delhi

and courts at Delhi will have Jurisdiction to the exclusion of all other courts for and on behalf of the SECI & Contractor.

9. Language: All documents, statements, instructions, catalogues, brochures, notices and all other communications pertaining to this tender shall be in English language.

10. Force Majeure:

10.1 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 Contract, 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 Utility Practices:

- a. Act of God, including, but not limited to lightning, fire not caused by Contractors’ negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon or tornado;
- b. 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;
- c. Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.

10.2 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:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Project/Service;
- b. Delay in the performance of any Contractor, sub-Contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in vehicle materials and equipment;
- d. Strikes at the facilities of the Contractor / Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party’s:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law; or
 - iii. Breach of, or default under this Contract Agreement.

- g. Normal rainy seasons and monsoon;
- h. Any Transport strikes not directly affecting the delivery of goods from manufacturer to site.

- 10.3 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.
- 10.4 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 registered 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.
- 10.5 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.
- 10.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.
- 10.7 If works are suspended by Force Majeure conditions lasting for more than two months, the Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 10.8 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.
- 10.9 To the extent not prevented by force majeure event, the affected party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11. Termination of GeM Order/ Work Order/Contract:

11.1 Termination for Owner’s Convenience

- 11.1.1 The Owner may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this Sub-Clause 11.1.

11.1.2 Upon receipt of the notice of termination under Sub-Clause 11.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

- a. cease all further services, except for such services as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the services already executed,
- b. terminate all subcontracts, except those to be assigned to the Owner pursuant to paragraph (c) (ii) below,
- c. subject to the payment specified in Sub-Clause 11.1.3,
 - i. deliver to the Owner the parts of the services executed by the Contractor up to the date of termination,
 - ii. to the extent legally possible, assign to the Owner all right, title and benefit of the Contractor as of the date of termination, and, as may be required by the Owner, in any subcontracts concluded between the Contractors and its Subcontractor; and

11.1.3 In the event of termination of the Contract under Sub-Clause 11.1.1, the Owner shall pay to the Contractor the following amounts:

- a. the Contract Price, properly attributable to the supplies executed by the Contractor as of the date of termination,
- b. any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges.

11.2 Termination for Contractors’ Default

11.2.1 Neither the Owner nor the Contractor may assign the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, to any third party without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Contractor shall be entitled to assign any monies due and payable to it or that may become due and payable to it under the Contract, either absolutely or by way of charge.

11.2.2 The Owner, 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 11.2:

- 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 resupply, 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 11.2.1,
- c. if the Contractor, in the judgment of the Owner has engaged in Fraud and Corruption in competing for or in executing the Contract.

11.2.3 If the Contractor

- a. has abandoned or repudiated the Contract,
- b. has without valid reason failed to commence services promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Owner 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,

then the Owner 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 the Owner may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Sub-Clause 11.2.

11.2.4 Upon receipt of the notice of termination under Sub-Clauses 11.2.2 or 11.2.3, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- a. cease all further services, except for such services as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the services already executed,
- b. terminate all subcontracts, except those to be assigned to the Owner pursuant to paragraph (c) below,
- c. to the extent legally possible, assign to the Owner all right, title and benefit of the Contractor as of the date of termination, and, as may be required by the Owner, in any subcontracts concluded between the Contractors and its Subcontractor.

11.2.5 The Owner may expel the Contractor, and complete the services itself or by employing any third Party. The Owner 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 the Owner and with an indemnification by the Owner for all liability including damage or injury to persons arising out of the Owner’s use of such services.

11.2.6 Subject to Sub-Clause 11.2.7, the Contractor shall be entitled to be paid the Contract Price attributable to the services executed as of the date of termination. Any sums due the Owner 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.

11.2.7 If the Owner completes the services, the cost of completing the services by the Owner shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to Sub-Clause 11.2.6, plus the reasonable costs incurred by the Owner in completing the services, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under Sub-Clause 11.2.6, the Contractor shall pay the balance to the Owner, and if such excess is less than the sums due the Contractor under Sub-Clause 11.2.6, the Owner shall pay the balance to the Contractor.

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

FORMS & FORMATS

Format-I

COVERING LETTER

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

Date: _____

Reference No: _____

From:

(Insert name and address of Bidding Company)

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

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

East Kidwai Nagar, New Delhi- 110023

Sub: Response to Bid Document No.: ----- dated ----- for Bid document for the **Tender for the “Renewal of 8 Nos of AutoCAD® Software Subscription Licenses”**.

Dear Sir,

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

1. We give our unconditional acceptance to the Bid Document, dated [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document.

2.—Processing Fees

~~We have enclosed a Bid Processing Fees of INR..... (Insert Amount), in the form of NEFT/Demand Draft/ Banker’s Cheque no..... (Insert UTR reference no/ reference of the DD/ Banker’s Cheque) dated..... (Insert date of UTR/DD/ banker’s cheque) from (Insert name of Bank providing DD/ banker’s cheque) and valid up to and including in terms of Clause of this tender.~~

~~3. Earnest Money Deposit~~

~~We have enclosed an Earnest Money Deposit of INR..... (Insert Amount), in the form of 'Demand Draft' or 'Banker's Cheque' or NEFT or bank guarantee no..... (Insert reference of the bank guarantee) dated..... (Insert date of bank guarantee) as per Format-IV from (Insert name of Bank providing BG) and valid up to and including in terms of Clause of this tender.~~

4. We have submitted our response strictly as per (Forms & Formats) of this Bid, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the bid Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
6. Familiarity with Relevant Indian Laws & Regulations:
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Bid Document, in the event of our selection as Successful Bidder.
7. We are enclosing herewith our response to the bid Document with formats duly signed as desired by you in the Bid Document for your consideration.
8. It is confirmed that our response to the Bid Document is consistent with all the requirements of submission as stated in the Bid Document and subsequent communications from SECI.
9. The information submitted in our response to the Bid Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Bid Document.
10. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
11. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred eighty (180) days from the date of opening of tender.

12. Contact Person

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

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

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 Seller’s event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

GENERAL PARTICULARS OF THE BIDDER

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

(Signature of Authorized Signatory)

Format-III

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

SUB: Bid for **Tender for the “Renewal of 8 Nos of AutoCAD® Software Subscription Licenses”**, Bid Document No----- dated ----- for SECI.

Dear Sir,

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

E-BANKING MANDATE FORM

(To be issued on Bidder letter head)

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

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

(Signature of vendor/customer)

**SCHEDULE OF RATES (SOR)/PRICE BID
(On Bidder’s letter head)**

Tender for the “Renewal of 8 Nos of AutoCAD® Software Subscription Licenses”				
Description	Qty	Unit Price exclusive of GST	Per Unit Applicable GST	Total Price inclusive of GST
A	B	C	D	E = B x (C + D)
a. Renewal of AutoCAD® Software Subscription Licenses – Standard Plan including specialized Toolsets b. User: Commercial Single c. Subscription Duration: 3-Years	8			
Total Evaluated Bid Value (TEBV)/ Total Contract value inclusive of GST (INR)				

NOTE

- The bidder has to quote Total Evaluated Bid Value (TEBV) inclusive of GST (INR) on the GeM <https://www.gem.gov.in> portal.**
- The bidder has to quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.
- Tender with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the Price bid format mentioned.
- 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. Bidder shall quote Service charge for all the work as per the Scope of work and Specifications as defined under this document.**
- In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/

may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the price bid format.

- g) Payment will be made as mentioned in the payment terms.
- h) Variation in taxes, duties, levies etc. after award of job but within the Time schedule as mentioned in Limited Tender shall be to the account of SECI. Any variation in taxes, duties, levies etc. beyond Time schedule shall be to Bidder's account. In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- i) Bidder confirms that he has noted the contents of the Preamble to the Schedule of Rates, Schedule of Rate, Bid Document and quoted his Prices accordingly without any deviation.