

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	25-12-2023 18:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	25-12-2023 18:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of New And Renewable Energy
<b>Department Name/विभाग का नाम</b>	Solar Energy Corporation Of India Limited
<b>Organisation Name/संगठन का नाम</b>	Solar Energy Corporation Of India Limited
<b>Office Name/कार्यालय का नाम</b>	Nbcc Office Block East Kidwai Nagar New Delhi
<b>Item Category/मद केटगरी</b>	Custom Bid for Services - Limited Tender For Selection of Agency for repair and procurement of IGBTs and peripherals at SECIs 10 MW Solar PV Project at Badi Sid Rajasthan
<b>Contract Period/अनुबंध अवधि</b>	1 Month(s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC) *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
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Single Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है</b>	Yes

### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
-------------------	----

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
-------------------	----

#### Splitting/विभाजन

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

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

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

**Instruction To Bidder:**[1702534762.pdf](#)

**Scope of Work:**[1702534781.pdf](#)

**Payment Terms:**[1702534801.pdf](#)

**Service Level Agreement (SLA):**[1702535019.pdf](#)

**GEM Availability Report ( GAR):**[1702535088.pdf](#)

**Custom Bid For Services - Limited Tender For Selection Of Agency For Repair And Procurement Of IGBTs And Peripherals At SECIs 10 MW Solar PV Project At Badi Sid Rajasthan ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Limited Tender For Selection of Agency for repair and procurement of IGBTs and peripherals at SECIs 10 MW Solar PV Project at Badi Sid Rajasthan
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**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	Surender Singh	342307,10 MW (AC) Solar PV Plant at Village- Badi Sid, Tehsil- BAP, Phalodi, District- Jodhpur, Rajasthan, India	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**

**6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East  
Kidwai Nagar, New Delhi-110023**

## **Limited Tender**

### **For**

**Selection of Agency for repair and procurement of  
IGBTs and peripherals at SECI's 10 MW Solar PV  
Project at Badi Sid, Rajasthan**

## INDEX

SECTION	CONTENTS	PAGE NO.
<b>Section-I</b>	Invitation for Bids (IFB) -- Bid Information Sheet	3-8
<b>Section-II</b>	Scope of Work (SoW)	9-11
<b>Section-III</b>	Instructions to Bidders (ITB)	12-38
<b>Section-IV</b>	Bid Data Sheet (BDS)	39-40
<b>Section-V</b>	Qualifying Requirements (QR)	41-42
<b>Section-VI</b>	General Conditions of Contract (GCC)	43-52
<b>Section-VII</b>	Special Conditions of Contract (SCC)	53-54
<b>Section-VIII</b>	Forms & Formats	55-69

# **SECTION I**

## **INVITATION FOR BIDS (IFB)**

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



Solar Energy Corporation of India Limited (hereinafter called “SECI” or “Owner”), invites Bids from the eligible Service Providers to participate in this Limited Tender for the requirement of **“Selection of agency for repair and procurement of IGBTs and peripherals at SECI’s 10 MW Solar PV Project at Badi Sid, Rajasthan”**.

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

1. The complete Bidding Documents are available at GeM (Government e-Marketplace) portal <https://www.gem.gov.in>, Central Public Procurement portal (CPPP) of GoI at [www.eprocure.gov.in](http://www.eprocure.gov.in) as well as on SECI’s website <http://www.seci.co.in>. However, for the purpose of participation, the official copy of the bidding documents shall only be downloaded from GeM portal at <https://www.gem.gov.in>, as per the provisions available therein. Accordingly, the online bid also has to be uploaded by the respective bidders at <https://www.gem.gov.in> only & no other mode of participation is permitted for this tender document other than GeM Portal.
2. Interested bidders have to necessarily register themselves on the GeM portal <https://www.gem.gov.in> 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 GeM Help-desk to complete the registration formalities. The details of GeM Help-desk are mentioned on the Bid Information Sheet. All required documents and formalities for registering on GeM are available at <https://www.gem.gov.in>.

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 till the last date of the Bid Submission.

For proper uploading of the bids on the portal namely <https://www.gem.gov.in> (hereinafter referred to as the ‘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 GeM Help-desk directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Owner 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 Section III - ITB of the Bidding Documents.

3. A Single Stage Single Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the given provisions of bidding document and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the owner and the Bidder/ Contractor shall be governed by the Bidding Documents/ Contract

signed between the owner and the Contractor for the mentioned work.

4. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on GeM Portal at <https://www.gem.gov.in> and as indicated in the Bid Information Sheet.
5. Bidder shall submit bid proposal along with non-refundable Tender Processing Fees (if applicable), Earnest Money Deposit (EMD) if applicable in all respect as per the Bid Information Sheet. Bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fees (if applicable) and Earnest Money Deposit (EMD, if applicable) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
6. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from GeM portal at <https://www.gem.gov.in>. **It is mandatory to download official copy of Tender Document from GeM Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on GeM portal only. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above-mentioned GeM Portal. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on GeM Portal shall prevail.**
7. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on SECI website <http://www.seci.co.in>.
8. Bidder selected shall be responsible for the performance of the scope of work as detailed in this tender document.
9. EMD/Bid Securing Declaration (if applicable) shall be enclosed in a sealed envelope and shall be submitted in the office of Owner (offline) whose mailing address is mentioned in the Bid Information Sheet.
10. Performance Securities (if applicable) as per this tender document shall be furnished by the successful bidder after issuance of Work Order (WO)/Notification of Award (NOA)/ Letter of Intent (LOI)/ Letter of Award (LOA) by the Owner.
11. **Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.**

### **INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differences between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. 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.

### **DISCLAMIER**

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within twenty (20) days from the date of notification of Tender/Issue of the Tender Documents, it shall be considered that the Tender Document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Tender Document including all formats and Annexures.
3. While this Tender has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.

## BID INFORMATION SHEET

The brief details of the tender are as under:

1.	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection of agency for repair and procurement of IGBTs and peripherals at SECI's 10 MW Solar PV Project at Badi Sid, Rajasthan					
2.	TENDER NO. & DATE	As per the GeM Bid No. and date given in the published bid document on GeM portal.					
3.	SOURCE OF FUNDS	Owner as defined in the Special Conditions of Contract (SCC) intends to finance the package through domestic funding and own resources.					
4.	TYPE OF TENDER	<table><tr><td>e-Tender</td><td>Yes</td></tr><tr><td>Manual</td><td></td></tr></table>		e-Tender	Yes	Manual	
e-Tender	Yes						
Manual							
5.	JV/Consortium	NOT ALLOWED					
6.	NUMBER OF BIDS PER BIDDER	01					
7.	COST OF BIDDING DOCUMENTS	Free of cost					
8.	BID VALIDITY	180 days					
9.	BID CURRENCY	INR					
10.	TENDER PROCESSING FEE	<table><tr><td>APPLICABLE</td><td></td></tr><tr><td>NOT APPLICABLE</td><td>Yes</td></tr></table>		APPLICABLE		NOT APPLICABLE	Yes
APPLICABLE							
NOT APPLICABLE	Yes						
11.	EARNEST MONEY DEPOSIT (EMD)	<table><tr><td>APPLICABLE</td><td></td></tr><tr><td>NOT APPLICABLE</td><td>Yes</td></tr></table>		APPLICABLE		NOT APPLICABLE	Yes
APPLICABLE							
NOT APPLICABLE	Yes						
12.	CONTRACT PERFORMANCE SECURITY	<table><tr><td>APPLICABLE</td><td></td></tr><tr><td>NOT APPLICABLE</td><td>Yes</td></tr></table>		APPLICABLE		NOT APPLICABLE	Yes
APPLICABLE							
NOT APPLICABLE	Yes						
13.	DATE, TIME & VENUE OF PRE-BID MEETING	A Pre-Bid/clarification meeting conference shall be held as per notification on SECI's website <a href="http://www.seci.co.in">www.seci.co.in</a> which will be conducted					

		Online/Offline.
14.	<b>OFFLINE &amp; ONLINE BID-SUBMISSION DEADLINE</b>	As per the date & time given in the published GeM Tender document on GeM portal.
15.	<b>OFFLINE &amp; ONLINE BID OPENING</b>	As per the date & time given in the published GeM Tender document on GeM portal.
16.	<b>QUERIES CONTACT DETAILS</b>	<p><b>Sh. Swapnil Gandhi</b>  Sr. Engineer (C&amp;P)  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, India  e-mail: <a href="mailto:swapnil.gandhi@seci.co.in">swapnil.gandhi@seci.co.in</a>  Phone: 011-24666359</p>

## **SECTION II**

# **SCOPE OF WORK (SOW)**

## 1. 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). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion, and commercialization of solar energy technologies in the country.
- 1.2 The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must be furnished. Failure to provide the information and/ or documents as required may render the bid unacceptable.
- 1.3 The Bidders shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all work he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.
- 1.4 The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the SECI website <http://www.seci.co.in>.

## 2. CONTRACTOR'S SCOPE OF WORK

SECI has commissioned and operating 10 MW Solar Power Plant located at Baap, Badi Sid, Rajasthan. In the said plant, 10 nos. of 1000 kW Central Solar Inverter (PVS800-57-1000KW-C) are installed.

The broad scope of work shall include the repair, procurement of IGBTs and peripherals and installation of these items in the inverters installed at SECI's 10 MW Solar PV plant in Badi Sid, Rajasthan, as per SECI's direction.

### a. The list of components to be repaired are as follows:

S. No.	Component/ Item	Quantity
1	IGBT KIT; IGBT MODULE + DRIVE FS450R12KE3	2
2	AFPS-11C Card	2
3	APOW-01 Card	2
4	LCL Fan	1

### **Note:**

1. 03 months warranty to be provided on the repaired items.
2. Items for repair shall be provided by SECI at the contractor's workshop.
3. SECI shall grant access to potential bidders if they are willing check the condition of damaged parts, prior to bidding. Bidders are encouraged to do so and may accordingly submit their bids.

**b. The list of components to be procured are as follows:**

S. No.	Component/ Item	Quantity
1	IGBT KIT; IGBT MODULE + DRIVE FS450R12KE3	7
2	LCL Fan	1
3	MC INTERFACE BOARD; AINT-14C; COATED	3
4	FLAT CABLE; ACS800-104-XXXX-3/5/7; WIR FRC	2
5	REV.A; SPARE; FUSE 1000A 690V, Y1046958F, SC	9
6	RESISTOR; CBH 165 C H 414 5R0; 4500 J; 5 OH	5
7	REV.A; SPARE; SC FUSE 800A, 1100V	6

**Note:**

1. Only Genuine Parts from authorised distributor/channel partner/vendor shall be accepted.
2. Installation of all the items listed above, including repaired items have to be done by contractor at Project site only.
3. Contractor shall be responsible for any fault during the installation of these items.

**c. Schedule of Completion:**

The bidder has to successfully complete the supply, repair and installation of the above listed items in clause 2.a & 2.b within the period of 02 weeks after the issue of LoA/ NoA/ WO.

## **SECTION III**

# **INSTRUCTION TO BIDDERS (ITB)**

## **Preamble**

This part (Section - III) of the Tender Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Owner. This Section (Section - III) contains provisions that are to be used unchanged unless Section - VII (Special Conditions of Contract), which consists of provisions that supplement, amend, or specify in detail, information or requirements included in ITB and that are specific to each procurement, states otherwise.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section - VI (General Conditions of Contract) and/ or Section - VII (Special Conditions of Contract).

Bidders may note that the respective rights of the Owner and Bidders/ Contractors shall be governed by the Tender Documents and Contracts signed between the Owner and the Contractor. The provisions of Tender Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Tender document, the laws of the Union of India shall be the governing laws and the respective courts of Site shall have exclusive jurisdiction.

## TABLE OF CONTENTS

### **[A] GENERAL:**

1. SCOPE OF BID
2. BIDS FROM CONSORTIUM/ JOINT VENTURE
3. NUMBER OF BIDS PER BIDDER
4. COST OF BIDDING & TENDER PROCESSING FEE

### **[B] BIDDING DOCUMENTS:**

5. CONTENTS OF TENDER DOCUMENTS
6. CLARIFICATION OF TENDER DOCUMENTS
7. AMENDMENT OF TENDER DOCUMENTS

### **[C] PREPARATION OF BIDS:**

8. LANGUAGE OF BID
9. DOCUMENTS COMPRISING THE BID
10. SCHEDULE OF RATES/ PRICE SCHEDULE/ BID PRICES
11. GOODS & SERVICE TAX
12. BID CURRENCIES
13. BID VALIDITY
14. EARNEST MONEY DEPOSIT
15. CONTRACT PERFORMANCE SECURITY
16. PRE-BID MEETING
17. SIGNING OF BID/TENDER DOCUMENTS
18. ZERO DEVIATION & REJECTION CRITERIA
19. E-PAYMENT

### **[D] SUBMISSION OF BIDS:**

20. SUBMISSION, SEALING AND MARKING OF BIDS
21. DEADLINE FOR SUBMISSION OF BIDS
22. LATE BIDS
23. MODIFICATION AND WITHDRAWAL OF BIDS

### **[E] BID OPENING AND EVALUATION:**

24. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
25. BID OPENING
26. CONFIDENTIALITY
27. CONTACTING THE OWNER
28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
29. CORRECTION OF ERRORS
30. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
31. EVALUATION OF BIDS

### **[F] NOTIFICATION OF AWARD/ LETTER OF INTENT/ CONTRACT AGREEMENT:**

- 32. AWARD
- 33. WORK ORDER/NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF ALLOCATION
- 34. SIGNING OF CONTRACT AGREEMENT
- 35. CANCELLATION OF CONTRACT
- 36. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
- 37. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE (MSEs)
- 38. RISK OF REJECTION
- 39. INCOME TAX & CORPORATE TAX

**[G] ANNEXURES:**

- 1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
- 2. ANNEXURE-II: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)

## [A] – GENERAL

### 1. SCOPE OF BID

- 1.1 The Owner wishes to receive Bids as described in the Bidding documents/ Tender documents issued by Owner.
- 1.2 The Scope of Work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the entire scope of work within the period stated in Bid Information Sheet (Section-I, Invitation for Bids).
- 1.4 Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

### 2. BIDS FROM CONSORTIUM/ JOINT VENTURE

As specified in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB).

### 3. NUMBER OF BIDS PER BIDDER

Unless otherwise specified in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB), a Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

### 4. COST OF BIDDING & TENDER PROCESSING FEE

#### 4.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Owner will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

#### 4.2 TENDER PROCESSING FEE (NON-REFUNDABLE)

A non- refundable Tender Processing Fee, if applicable, is to be submitted in the form of 'either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favor of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Tender Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB). Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.

**4.3 The Tender Processing Fee and EMD, if applicable is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/DIC Category only. To avail the exemption in Tender Processing Fee in case of consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category/DIC.**

4.4 In case of any discrepancy/ non-submission of either offline or online bid documents by the bidder, the tender processing fee will be deemed as bidder's consent for participation in the bidding process. Henceforth, the tender processing fee shall be retained by Owner and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Owner. However, EMD, if applicable will be returned in this case.

4.5 In the event of a particular tender being cancelled at any stage, the tender processing fee will be refunded to the concerned bidders without any interest charges within 30 days from the date of notification of cancellation of tender. No plea in this regard shall be entertained by the Owner. EMD, if applicable will also be returned in this case.

## **[B] - BIDDING DOCUMENTS**

### **5. CONTENTS OF TENDER DOCUMENTS**

5.1 The contents of Tender Documents are those stated below, and should be read in conjunction with any 'Addendum/ Corrigendum' issued in accordance with "ITB: Clause-7":

➤ Section-I	:	Invitation for Bids [IFB]
➤ Section-II	:	Scope of Work [SoW]
➤ Section-III	:	Instructions to Bidders [ITB]
➤ Section-IV	:	Bid Data Sheet [BDS]
➤ Section-V	:	Qualifying Requirements [QR]
➤ Section-VI	:	General Conditions of Contract [GCC]
➤ Section-VII	:	Special Conditions of Contract [SCC]
➤ Section-VIII	:	Forms and Formats

5.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Tender Documents. The entire Tender Documents together with all its amendments, clarifications, and attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid. However, Owner at its sole discretion may seek clarifications from the Bidders to adjudge the exact content and facts of the Tender Documents.

### **6. CLARIFICATION OF TENDER DOCUMENTS**

6.1 A prospective Bidder requiring any clarification(s) of the Tender Documents may notify Owner in writing by e-mail or at Owner's mailing address indicated in the Bid Information Sheet no later than 02 (Two) working days after the pre-bid meeting (in cases where pre-bid meeting is scheduled) or 15 (Fifteen) days prior to the bid closing date (in cases where pre-bid meeting is not held). Owner reserves the right to ignore the bidders request for clarification if received beyond the aforesaid period. Owner may respond in writing to the request for clarification.

6.2 Any clarification or information required by the Bidder but same not received by the Owner at clause 6.1 above is liable to be considered as "no clarification/ information required".

6.3 Clarifications sought by the bidders are to be mandatorily submitted in the SECI provided format only provided along with the Tender document. Pre-Bid queries submitted in any other format will not be considered.

## 7. AMENDMENT OF TENDER DOCUMENTS

- 7.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda/ corrigendum.
- 7.2 Any addendum/ corrigendum thus issued shall be part of the Tender Documents and shall be hosted on Owner's website [www.seci.co.in](http://www.seci.co.in). Bidders must consider all such addendum/ corrigendum before submitting their bid.
- 7.3 The Owner, if consider necessary, may extend the date of submissions of Bid to allow the Bidders a reasonable time to furnish their most competitive bid considering the amendment issued thereof.

## [C] - PREPARATION OF BIDS

### 8. LANGUAGE OF BID:

The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and Owner shall be written in English language alone. Any printed literature furnished by the bidder may be written in another language if accompanied by an ENGLISH translation duly authenticated by the Chamber of Commerce/ Certified Translator of bidder's country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce/ Certified Translator of Bidder's country shall be submitted by the Bidder.

### 9. DOCUMENTS COMPRISING THE BID

The bid shall be submitted by the Bidder in "**Soft Copy/Online**".

Online document/ Soft copy submission of the bid shall comprise of following documents/ programmed file-Attachments to be uploaded on in the GeM Portal (<https://www.gem.gov.in>) as per provisions therein.

- 'Covering Letter' on Bidder's 'Letterhead' (in Original) as per Format-I
- Certificate of Incorporation
- General particulars of the Bidder as per Format-II
- Financial Proposal as per Format-V
- Schedule of Rate (SOR)/ Price Bid as per Format-VI
- The Electronic Form of the bid for Schedule of Rate (SOR)/ Price Bid as available on the GeM portal, shall be duly filled.
- Main Price Bid comprising of SOR of the Price Schedule (Format-VI), available on GeM portal, duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as MAIN BID".
- The bidder shall quote TOTAL EVALUATED BID VALUE (G1+G2+G3+.....+G11+G12) (INR) as per SOR in GeM portal <https://www.gem.gov.in>

and submit Schedule of Rates (SOR)/Price Bid only on the GeM Portal.

- i. The bidder shall submit the Financial Document indicating the price breakup of total charges of repair and procurement as per the SOR (SCHEDULE OF RATES/PRICE BID), Format-VI along with the Financial Bid in the prescribed price bid format only on the GeM Portal.
- j. No Deviation Confirmation as per Format-IX
- k. E-Banking Mandate Form as per Format-X
- l. Board Resolution as per Format-XI
- m. Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Format-XII')
- n. Declaration Regarding Banning, Liquidation, Court Receivership Etc. as per Format-XIII
- o. 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.

## **10. SCHEDULE OF RATES (SOR)/ PRICE SCHEDULE (PS)/ BID PRICES**

- 10.1 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 the Owner. The prices quoted by the Bidders should clearly indicate the Goods & Service Tax (GST) components as also mentioned under the SOR.
- 10.2 Prices must be filled in format for "Schedule of Rates [SOR]/ Price Schedule [PS]/ Bid Prices" enclosed as part of Tender documents. If quoted in separate typed sheets, such bids may be rejected.
- 10.3 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 Document. 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, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 10.4 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.
- 10.5 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.
- 10.6 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 Value shall be made to factor any such change by addition to the Contract Value 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/ PS.
  - 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 tender.

- 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.

10.7 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 same shall be dealt as per clause no. 29 of ITB.

10.8 Bidder need 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:

- a) Computation of taxes assumed at the time of bidding.
- b) The total impact due to revision in applicable tax rate or introduction of new tax, if any.
- c) 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.

## **11. GOODS & SERVICE TAX (GST)**

Contractor shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Contractor shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. Before releasing the payment to the Contractor. Owner shall not be responsible for any delay in payment release to the contractor in case the GST compliance is not fulfilled from the contractor side in any manner.

Contractor shall be responsible to comply with all the requirements of applicable provisions of GST. Contractor has to mandatorily get registered under GST at Central and relevant State(s). Contractor shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that Owner is not able to take Input Tax Credit (ITC) benefit of the taxes due to any fault of the Contractor, Owner shall be constrained to deduct the amount from the payments to be made to the Contractor or recover the same in any other manner.

Bidders are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST tax is applicable.

11.1 The responsibility of payment of GST lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice

shall also contain the following:

- (a) Name, Address & Registration No. of such Person/ Contractor
- (b) Name & Address of the Person/ Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) GST Amount, if any.
- (e) HSN code of the Goods/Services.
- (f) Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Owner.

11.2 In case CBIT (Central Board of Indirect Taxes and Customs) brings to the notice of Owner that the contractor has not remitted the amount towards GST collected from Owner to the government exchequer, then, that contractor may be debarred from bidding in future tenders of Owner for given period as per the sole discretion of Owner.

11.3 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 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. The following may also be noted: -

Any increase in the rate of non-ITC based GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the Owner.

11.4 Owner will reimburse the GST to the Contractor at actuals against submission of ITC based invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.

11.5 Owner will reimburse the GST to the Contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

11.6 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable Owner to avail Input Tax Credit (ITC) (If applicable)

## **12. BID CURRENCIES**

Bidders must submit bid in the currency as mentioned in Bid Information Sheet (Section-I, IFB).

## **13. BID VALIDITY**

13.1 Bids shall be kept valid for period specified in Bid Information Sheet (Section-I, IFB) from the final 'Bid Opening Date'. A Bid valid for a shorter period may be rejected by Owner as 'non-responsive'.

- 13.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Owner may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD, if applicable will '. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its 'EMD, if applicable will ' for the period of the extension and in accordance with "ITB: Clause-14" in all respects.

**Note:** In case of extension(s) of last due date of the Tender submission, the latest extension issued shall be considered as the final due date of Tender submission and accordingly the Tender validity should be calculated and sufficed. The validity of the Tender need to be revised by respective bidders in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

#### 14. EARNEST MONEY DEPOSIT(EMD)

- 14.1 The applicability/Non-applicability of Earnest Money Deposit (EMD) is specified under Bid Information Sheet (Section-I, IFB).
- 14.2 The Bids must be accompanied with '**Earnest Money Deposit (EMD)**' in the form of either through NEFT/ RTGS transfer in the account of SECI or '**Demand Draft**' or '**Banker's Cheque**' [in favour of **Solar Energy Corporation of India limited, New Delhi payable at New Delhi**] or '**Bank Guarantee**' as per the format of the bidding documents. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.
- 14.3 The '**EMD**' is required to protect Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-14.8".
- 14.4 Owner shall not be liable to pay any Bank charges, commission, or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks enclosed at Section-VIII of Tender documents or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial bank having net worth more than INR 500 Crores (Indian Rupees Five Hundred Crores Only).
- 14.5 Bid not accompanied with required amount of EMD shall be liable for rejection.
- 14.6 'Earnest Money Deposit' of all the unsuccessful Bidders disqualified at the stage of evaluation, will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' of their respective disqualification.
- 14.7 The successful bidder's (L1 bidder) 'Earnest Money Deposit' will be discharged upon the Bidder's signing the 'Contract Agreement' and furnishing the 'Performance Security duly

vetted by the Bank'.

14.8 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:

- a. If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
- b. If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
- c. Violates any other condition, mentioned elsewhere in the tender document including deviations or conditional bid.
- d. In the case of a successful Bidder, if the Bidder fails to:
  - i. acceptance of the WO/NOA/ LOI/ LOA.
  - ii. to furnish "Performance Security.
  - iii. to accept 'arithmetical corrections' as per provision of the clause 29 of ITB.

14.9 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Bid Document No and the Work for which the Bidder is quoting. This is essential to have proper correlation later. The 'EMD' should be in the form provided at 'Form F-IV'.

**14.10 MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ DIC/ Udyog Aadhar Only are exempted from submission of EMD. In order to avail the exemption in EMD in case of Consortium/ JV, all the members of the Consortium/ JV should be registered as MSME Vendors under NSIC/ DIC/ Udyog Aadhaar Category.**

**Note:** In case of extension(s) of last due date of the Tender submission, the latest extension issued shall be considered as the final due date of Tender submission and accordingly the Earnest Money Deposit validity and Bid validity should be calculated and sufficed. The validity of the submitted EMD and bid validity need to be revised by respective bidders in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

## **15. CONTRACT PERFORMANCE SECURITY**

15.1 Against the work, within 30 (Thirty) days from the issuance of the Work Order (WO)/Notification of Award/ Letter of Intent/Letter of Award (LOA) from Owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security in accordance with Special Conditions of the Contract. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the Owner as specified in the SCC. The Contract Performance Security shall be for an amount equal to specified in Special Conditions of Contract (SCC) towards faithful performance of the contractual obligations, performance of equipment and shall cover entire Contract. The validity of Contract Performance Security shall be in conjunction with the provisions mentioned under Section - VII, Special Conditions of Contract (SCC).

15.2 Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Section - VIII, Sample Forms and Formats of Tender documents or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth more than INR 500 Crores and a declaration

to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This Bank Guarantee shall be valid for a period in conjunction with the provisions mentioned under Section - VII, Special Conditions of Contract (SCC).

- 15.3 The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favor of as mentioned in the BDS/SCC.
- 15.4 In case of default or failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the cancellation of the award and forfeiture of the EMD, if applicable.

***In case of default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the Contract Performance Security.***

- 15.5 The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care of the extra works/ services executed and total executed value are within the awarded Contract Value, there is no need for additional Contract Performance Security. As soon as the total executed value exceeds the ceiling of awarded Contract Value by more than 0.5%, the Contractor shall furnish additional Contract Performance Security on proportionate basis of the percentage as defined in the Special Conditions of Contract (SCC) for the additional amount in excess to the original contract value.
- 15.6 Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the WO/NOA/LOI/LOA & forfeit 100% of EMD if applicable in case Contract Performance Security is not submitted within 45 (Forty-five) days from issuance of WO/NOA/LOI/LOA. However, total project completion period shall remain same. Part Security shall not be accepted. The Zero Date shall be counted from the date of WO/LOA or NTP whichever is later.
- 15.7 If the Contractor/ Sub-Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the Owner or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the certificate of the Engineer-in-Charge shall be final).
- 15.8 All compensation or other sums of money payable by the Contractor to the Owner under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Contractor by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by encashment of his Contract Performance Security, or any part thereof. No interest shall be

payable by the Owner for sum deposited as Contract Performance Security.

## 16. PRE-BID MEETING

- 16.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in Bid Information Sheet under Section - I, Invitation for Bids, IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 16.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 16.3 Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be uploaded on SECI against the Tender. Any modification of the Contents of Tender Documents listed in "ITB: Clause-5.1", that may become necessary because of the Pre-Bid Meeting shall be made by the Owner exclusively through the issue of an Addendum/ Corrigendum pursuant to "ITB: Clause-7", and not through the minutes of the Pre-Bid Meeting.
- 16.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

## 17. SIGNING OF BID/TENDER DOCUMENT

The First and Last Pages of original tender documents including amendments, clarifications if any shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature.

## 18. ZERO DEVIATION AND REJECTION CRITERIA

- 18.1 **ZERO DEVIATION:** Deviation to terms and conditions of Tender Documents may lead to rejection of bid. Owner will accept bids based on terms & conditions of Tender Documents only. Bidder may note Owner will determine the substantial responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 28 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. Owner's/ Owner's determination of a bid's responsiveness is based on the content of the bid itself. Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.
- 18.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- Eligibility Criteria including General, Technical and Financial QR
  - Firm Price, Tender Processing Fees and Earnest Money Deposit
  - Tender Document Fees, if applicable

- d. Specifications & Scope of Work
- e. Schedule of Rates (SOR)/ Price Schedule (PS)
- f. Duration/ Period of Contract/ Completion schedule
- g. Period of Validity of Bid
- h. Warrantee/Guarantee/ Defect Liability Period
- i. Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- j. Force Majeure & Applicable Laws
- k. Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

**Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.**

## 19. E-PAYMENT

Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form enclosed at Format F-X in Section-VIII, Forms and Formats of the Tender documents.

## [D] - SUBMISSION OF BIDS

## 20. SUBMISSION, SEALING AND MARKING OF BIDS

- 20.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.
- 20.2 Offline documents (if applicable) as mentioned in clause no. 09 of Section - III, Instructions to Bidders (ITB) of the Tender document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker:

Limited Tender for Selection of agency for repair and procurement of IGBTs and peripherals at SECI's 10 MW Solar PV Project at Badi Sid, Rajasthan	
Tender Document No.	
Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Solar Energy Corporation of India Limited (A Government of India Enterprise)  6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

- 20.3 All the bids shall be addressed to the Owner at address specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).
- 20.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

## **21. DEADLINES FOR SUBMISSION OF BIDS**

- 21.1 The bids must be submitted through e-tender mode not later than the date and time specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).
- 21.2 The offline documents (if applicable) of required specific documents must be submitted through courier/ registered post/ by hand not later than the date and time specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).
- 21.3 Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of Owner and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **22. LATE BIDS**

- 22.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 22.2 E-tendering system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.
- 22.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

## **23. MODIFICATION AND WITHDRAWAL OF BIDS**

- 23.1 Modification and withdrawal of bids shall be as follows: -

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document with the due written consent from the authorized signatory of the bidder.

- 23.2 The modification shall also be prepared, sealed, marked, and dispatched in accordance with the provision of the clause 20 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 23.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of bidder's EMD, if applicable pursuant to clause 14 of ITB and rejection of bid.
- 23.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be unconditionally withdrawn.

- 23.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Owner shall forfeit EMD, if applicable paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Owner after following the due procedure.

## **[E] - BID OPENING AND EVALUATION CRITERIA**

### **24. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Owner reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for Owner's/ Owner's action. However, Bidder if so, desire may seek the reason (in writing) for rejection of their Bid to which Owner shall respond quickly.

### **25. BID OPENING**

Owner will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Information Sheet. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance. However, the presence of bidder(s) during bid opening is subjective and will depend on case-to-case basis against the sole discretion of Owner.

### **26. CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Owner's/ Owner's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

### **27. CONTACTING THE OWNER**

- 27.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Owner on any matter related to the Bid, it should do so in writing.
- 27.2 Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 27.3 Any effort by the Bidder to influence the Owner in the Owner's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the offer/Bid and action shall be initiated as per procedure in this regard.

### **28. EXAMINATIONS OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 28.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Owner will determine whether each Bid:

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents.

- (b) Is accompanied by the required 'Earnest Money Deposit' and 'Tender Processing Fees', if applicable.
- (c) Is substantially responsive to the requirements of the Tender Documents; and
- (d) Provides any clarification and/ or substantiation that the Owner may require to determine responsiveness pursuant to "ITB: Clause-28.2".

28.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose Owner defines the foregoing terms below: -

- (a) "Deviation" is departure from the requirement specified in the tender documents.
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- (c) "Omission" is the failure to submit part, or all of the information or documentation required in the tender document.

28.3 A material deviation, reservation or omission is one that,

- (a) If accepted would,
  - (i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
  - (ii) Limit, in any substantial way, inconsistent with the Tender Document, the Owner's rights or the bidder's obligations under the proposed Contract.
- (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

28.4 The Owner shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation, or omission.

28.5 If a Bid is not substantially responsive, it may be rejected by the Owner and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation, or omission.

## **29. CORRECTION OF ERRORS**

29.1 If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Owner, 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. If there is a discrepancy between words and figures, the amount in words will 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 subtotal, total price, or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or

figures shall be rectified in line with the procedure explained above.

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, the Owner 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.

- 29.2 The amount stated in the bid will be adjusted by the Owner 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.

### **30. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

All bids submitted must be in the currency specified at clause 12 of ITB.

### **31. EVALUATION OF BIDS**

- 31.1 Bidders are required to submit their Price quotes as per given Price proposal format. Quoted Prices should be inclusive of Goods & Service Tax (GST) which shall be reimbursed by SECI on actual against documentary proof based on tax invoices raised by the bidder.
- 31.2 The bidder shall quote TOTAL EVALUATED BID VALUE (G1+G2+G3+.....+G11+G12) (INR) as per SOR in GeM portal <https://www.gem.gov.in> and submit Schedule of Rates (SOR)/Price Bid only on the GeM Portal.
- 31.3 Proposals shall be evaluated as per evaluation criteria mentioned below on the Total Evaluated Bid Value (TEBV) including GST.
- 31.4 The Owner will examine the Price Part to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed/digitally signed, and whether the bids are generally in order.
- 31.5 Financial Proposal Content: The Financial Bids of bidders will be opened and will be ranked in terms of their Total Evaluated Bid Value (TEBV).
- 31.6 Total Evaluated Bid Values (TEBV) for all the Bidders shall be compared to determine the lowest Total Evaluated Bid Value (TEBV) as given under Format of Schedule of Rates (SOR) / Price Bid.
- 31.7 The least TEBV will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3, etc. Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation / selection criteria. L1 bidder would be selected on the basis of the TEBV for the contract period as per the price proposal format provided. The lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA)/Work Order (WO).

- 31.8 The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.
- 31.9 Arithmetical errors will be rectified in line with Clause no. 29 of ITB.
- 31.10 The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Tender Documents.
- 31.11 Total Evaluated Bid Value including all taxes and duties for all the bidders shall be compared to determine the lowest Total Evaluated Bid Value as given under Price proposal Format & the lowest (L1) evaluated offer as such, will be selected for the Notification of Award (NOA)/Work Order (WO). The evaluation will be done on the total evaluated bid value & not on individual line item/Product wise.
- 31.12 The mentioned Total Evaluated Value will be considered up to 2 decimal places only.
- 31.13 In case only single offer is received, SECI at its sole discretion may take appropriate actions for further process as per SECI policy.
- 31.14 In case of tie in the Total Evaluated Bid Value (TEBV) submitted as per Format-VI for the L1 position among more than one bidder, selection of successful bidder for L1 position will be as per discretion of SECI.

### **[F] - NOTIFICATION OF AWARD/ LETTER OF INTENT/ CONTRACT AGREEMENT**

#### **32. AWARD**

Subject to "ITB: Clause-28", Owner will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidders, is determined to be qualified to satisfactorily perform the Contract.

#### **33. WORK ORDER/ NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF ALLOCATION**

- 33.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, in the form of "Work Order (WO)"/" Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" through e-mail/ courier/ registered post, that his Bid has been accepted. The acceptance of the notification of award will constitute the formation of the Contract.
- 33.2 Contract Period shall commence from the date of "Work Order"/"Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" or as mentioned in the "Work Order"/Notification of Award/ Letter of Intent/ Letter of Allocation.
- 33.3 The "Work Order (WO)"/ "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page within 07

days of its issuance including all the Appendix, Annexures as a token of acceptance.

- 33.4 In case the successful bidder fails to acknowledge the acceptance of "Work Order (WO)"/ "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" as mentioned above vide clause no. 33.3, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.
- 33.5 In case of Non-responsive/Non-acceptance to the WO/NOA or non-submission of timely Performance Security (if applicable) by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

### **34. NOT USED**

### **35. CANCELLATION OF CONTRACT**

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

- 35.1 The bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- 35.2 The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- 35.3 The bidder goes into liquidation voluntarily or otherwise during the execution of contract.
- 35.4 The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- 35.5 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, SECI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the SECI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- 35.6 No bidder is permitted to canvass to SECI on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

### **36. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES**

- 36.1 Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I along with this ITB document.
- 36.2 Annexure-I deliberates in detail all consequences pertaining to clause no. 36.
- 36.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF**

## **VENDORS/ SUPPLIERS/ CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary to "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers/ Contractors/ Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/ or on other grounds as mentioned in Owner's/ Owner's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/ bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Owner, to such Vendors/ Suppliers/ Contractors/ Bidders/ Consultants.

The Vendor/ Supplier/ Contractor/ Bidder/ Consultant understands and agrees that in such cases where Vendor/ Supplier/ Contractor/ Bidder/ Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Owner, such decision of Owner shall be final and binding on such Vendor/ Supplier/ Contractor/ Bidder/ Consultant and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue/ dispute arising in the matter.

### **37. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)**

37.1 As per the Public Procurement Policy for Micro and Small Enterprise (MSEs) order 2012, issued vide Gazette Notification number 503, dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprise of Govt. of India, and specific to this tender, MSEs must be registered with any of the following agencies/ bodies shall be exempted from Tender Processing Fees and EMD submission, if applicable upon production of valid registration certificate.

- (i) District Industries Centre (DIC)
- (ii) National Small Industries Corporation (NSIC)
- (iii) Udyog Aadhaar Memorandum

MSEs participating in the tender must submit the certificate of registration with any one of the above agencies. The registration certificate issued from any of the above agencies must be valid as on close date of the tender.

The MSEs, who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/ preference.

37.2 **In case of JV/ Consortium, in order to avail the exemption to Tender Processing Fees and Earnest Money Deposit (EMD, if applicable), all the members of JV/ Consortium should be registered under any of the Categories mentioned under clause 37.1 above.**

37.3 In case the bidder is falling under above category, the bidder shall submit the documentary evidence satisfying the same.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the

tender.

### **38. RISK OF REJECTION**

Any Conditional Bid will straight away run into risk of rejection.

### **39. INCOME TAX & CORPORATE TAX**

39.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

39.2 Corporate Tax liability, if any, shall be to the contractor's account.

39.3 TDS under GST as may be applicable shall be deducted as per law of Government of India in vogue.

#### **39.4 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 Lacs 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.

## **Annexure-I**

### **PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES**

#### **1. Definitions:**

- 1.1 “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.
- 1.2 “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.
- 1.3 “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 the Owner of the benefits of free and open competition.
- 1.4 “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.
- 1.5 A “Vendor/ Supplier/ Contractor/ Consultant/ Bidder” is herein after referred as “Agency”
- 1.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Committee” concerned.
- 1.7 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common.
  - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
  - (c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- 1.8 “Investigating Agency” shall mean any department or unit of Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Owner, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

#### **2. Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice**

##### **2.1 Irregularities noticed during the evaluation of the bids:**

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice, the bid of such Bidder (s) shall be rejected, and its Earnest Money Deposit (EMD, if applicable) shall be forfeited.

Further, such agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

## **2.2 Irregularities noticed after award of contract**

### **(a) During execution of contract:**

If an agency, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

The concerned order(s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning list.

After conclusion of process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Security submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

### **(b) After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period:**

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period/O&M Period, the agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

Further, the Contract Performance Security submitted by agency against such order(s)/ contract(s) shall be forfeited.

### **(c) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period**

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

## **2.3 Period of Banning**

Banning period shall be reckoned from the date of issuance of banning order and shall be

for a period as may be decided by the Owner based on specific case basis. However, minimum period of ban shall be 06 (Six) months from the date of issuance of banning order.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

### **3. Effect of banning on other ongoing contracts/ tenders**

- 3.1 If an agency is banned, such agency shall not be considered in ongoing tenders/ future tenders.
- 3.2 However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency shall be allowed to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the contract.
- 3.3 If an agency is banned during tendering and irregularity is found in the case under process:
  - 3.3.1 after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.
  - 3.3.2 after opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.
  - 3.3.3 after opening of price bid, EMD, if applicable made by the agency shall be returned; the offer/Bid of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ misappropriation of facts committed in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

### **4. Procedure for Suspension of Bidder**

#### **4.1 Initiation of Suspension**

Action for suspension business dealing with any agency/(ies) shall be initiated by C&P Department when

- (i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non-performance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

## 4.2 Suspension Procedure:

- 4.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- 4.2.2 During the period of suspension, no new business dealing may be held with the agency.
- 4.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- 4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- 4.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from Owner.

The competent authority to approve the suspension will be same as that for according to approval for banning.

## 4.3 Effect of Suspension of business:

Effect of suspension on other on-going/ future tenders will be as under:

- 4.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- 4.3.2 If an agency is put on the Suspension List during tendering:
  - 4.3.2.1 after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.
  - 4.3.2.2 after opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.
- 4.3.3 The existing contract(s)/ order(s) under execution shall continue.  
Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

# **SECTION IV**

## **BID DATA SHEET (BDS)**

## **BID DATA SHEETS (BDS)**

The following bid specific data for the Plant and Equipment to be procured shall amend and/or supplement the provisions in the Section - III, Instruction to Bidders (ITB).

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	Tender Processing Fees (ITB clause 4.2)	<b><u>Replace the existing clause by following:</u></b>  <b>Not Applicable</b>
2.	Earnest Money Deposit (ITB clause 14)	<b><u>Replace the existing clause by following:</u></b>  <b>Not Applicable</b>
3.	Contract Performance Security (ITB clause 15)	<b><u>Replace the existing clause by following:</u></b>  <b>Not Applicable</b>

# **SECTION V**

  

## **QUALIFYING REQUIREMENTS (QR)**

**NOT APPLICABLE FOR THIS TENDER**

## **SECTION VI**

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

## **TABLE OF CONTENTS**

### **[A] DEFINITIONS:**

1. DEFINITION & ABBREVIATIONS

### **[B] GENERAL INFORMATION:**

2. INTERPRETATIONS
3. APPLICATION
4. BID LANGUAGE

### **[C] GENERAL OBLIGATIONS:**

5. CONTRACTORS LIABILITY
6. NON-DISCLOSURE
7. SUCCESSFUL VENDOR/AGENCY INTEGRITY
8. DEFAULTS IN CONTRACTS OBLIGATIONS
9. FORCE MAJEURE
10. RISK PURCHASE CLAUSE
11. TERMINATION OF CONTRACT

### **[D] APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

12. ARBITRATION
13. JURISDICTION
14. MUTUAL CONSULTATION

## [A] DEFINITIONS

In this "Tender Document" the following words and expression will have the meaning as herein defined where the context so admits:

### 1. DEFINITION & ABBREVIATIONS

In this LIMITED TENDER (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1.1 **AFFILIATE** shall mean a company that either directly or indirectly

- a. controls or
- b. is controlled by or
- c. is under common control with

A Bidding Company and "control" means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.

1.2 **APPROVED** shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

1.3 **APPOINTING AUTHORITY** for the purpose of arbitration shall be the any person so designated by the Owner.

1.4 **ARBITRATOR** means the person or persons appointed by agreement between the owner and the Contractor to make a decision on or to settle any dispute or difference between the owner and the Contractor referred to him or her by the parties.

1.5 **BID** means the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the Tender, in accordance with the terms and conditions hereof.

1.6 **BIDDER** means Bidding Company/ Expert submitting the Bid. Any reference to the Bidder includes Bidding Company/ Experts including its successors, executors and permitted assigns as the context may require.

1.7 **CHARTERED ACCOUNTANT** means 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.

1.8 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.

1.9 **CONTRACT** shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.

1.10 **CONTRACT DOCUMENTS** mean collectively the Limited Tender Documents, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the Limited Tender and acceptance thereof.

- 1.11 **CONTRACTOR/ SUCCESSFUL BIDDER** means the person or the persons, firm or Company or corporation whose tender has been accepted by the Owner and includes the Contractor's legal representatives his/ her successors and permitted assigns.
- 1.12 **CONTROLLING OFFICER** means the authorized Controlling Person/body of the contract from Human Resource P&A Department of designation not below the rank of General manager or as suitably appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.13 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.14 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender.
- 1.15 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by Solar Energy Corporation of India Limited/ Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.16 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Allocation from which the Time for Completion shall be determined.
- 1.17 **FINANCIAL BID/PRICE BID** means the price quotation submitted by the Service Provider for the complete Limited Tender scope of work as per the format provided under Schedule of Rates (SOR).
- 1.18 **NOTICE IN WRITING OR WRITTEN NOTICE** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.19 **WORK ORDER (WO)/ NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the owner notifying the Contractor that his bid has been accepted.
- 1.20 **OFFICER IN CHARGE** means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.21 **OWNER** means here in the context of this Tender Document as Solar Energy Corporation of India Limited, New Delhi shall include the legal successors or permitted assigns of the Owner.
- 1.22 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 1.23 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.24 **TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.

1.25 **WEEK** means a period of any consecutive seven days.

1.26 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.

## **[B] GENERAL INFORMATION**

### **2. INTERPRETATIONS**

2.1 Words comprising the singular shall include the plural & vice versa

2.2 An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

2.3 A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

2.4 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.

2.5 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.

### **3. APPLICATION**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **4. BID LANGUAGE**

The bid prepared by the Service Provider, as well as all correspondence and documents relating to the Bid exchanged by the Service Provider and SECI, shall be written in English language only. Supporting documents and printed literature furnished by the Service Provider may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the Service Provider, in which case, for purposes of interpretation of the Bid, the translation shall govern.

## **[C] GENERAL OBLIGATIONS**

### **5. CONTRACT LIABILITY**

#### **Contractors' liability towards indemnity**

The successful bidder shall submit an indemnity bond, indemnifying SECI from the following, on a stamp paper of Rs. 100 duly signed by the authorized signatory within 30 working days from the date of work order, and before commencement of work at site:

- (i) Any third-party claims, civil or criminal complaints /liabilities, site mishaps, fire hazards and other accidents including death of any person/s or dispute and /or damages occurring or arising out of any mishaps at site due to his/his employee/representative fault or negligence.

- (ii) All claims, demands, actions, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned to or may occasion to the Bidder as a result of nonpayment of any statutory dues levied/Taxes e.g. leviable on the Bidder or the Bidder committing breach of any of the rules, regulations, orders, directives, instructions that may be issued by any authority under the Central Government/State Govt. or any statute or law for the time being in force.
- (iii) Any damages, loss, death or expenses due to or resulting from any negligence or breach of duty on his/his employee/representative part.

## **6. NON-DISCLOSURE**

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

## **7. SUCCESSFUL BIDDER INTEGRITY**

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

## **8. DEFAULT IN CONTRACTS OBLIGATION**

- 8.1 In case of any default or delay in performing any of the contract obligation, SECI reserves the right to forfeit the Performance Security/recover the actual damages/loss from the successful bidder but in any case, total liability of the Successful Bidder under this contract shall not exceed total contract value/price.
- 8.2 In addition to above clause, SECI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part as following:
  - if the Successful Bidder fails to deliver any or all of the Work as required by SECI or
  - if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract or
  - If the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

## **9. FORCE MAJEURE**

- 9.1 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 Utility Practices:

- 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;
- 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.

## 9.2 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 Power Project;
- Delay in the performance of any Contractor, sub-Contractor or their agents;
- Non-performance resulting from normal wear and tear typically experienced in power generation 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:
- Negligent or intentional acts, errors or omissions;
- Failure to comply with an Indian Law; or
- 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

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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. RISK PURCHASE CLAUSE

In case the contractor is not able, in the judgment of SECI, to maintain satisfactory work progress and it appears that he will not be able to render the services within the time schedule and achieve the target completion date, SECI shall be at liberty to either:

- a) Continue as per the Work Order with due liquidated damages (if applicable) for late delivery.  
or
- b) Engage any other contractor, parallel to existing contractor, to complete part of the balance order at the risk and cost of the existing contractor.  
or
- c) Cancel the Work Order and get the balance work done from third party at the risk and cost of the existing contractor.

## 11. TERMINATION OF CONTRACT

### 11.1 Termination for Non-Performance and Subsequently Putting the Contractor/Agency on Banning List

In case of termination of Contract herein except under conditions of termination after expiry of contract, the Contractor shall be put under Banning List [i.e. neither any enquiry will be issued to the contractor by Owner against any type of tender nor their offer will be considered by Owner against any ongoing tender(s) where contract between Owner and that particular Contractor (as a bidder) has not been finalized] for a period as decided by the Owner to such Contractor.

Banning period shall be reckoned from the date of banning order and shall be for a period as may be decided by the Owner based on specific case basis. However, minimum banning shall be for 06 (Six) months from the date of banning order.

### 11.2 Termination for Insolvency

SECI may at any time terminate the Contract by giving written notice to the Successful Bidder if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SECI.

### 11.3 Termination for Convenience

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

## **[D] APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

### **12. Arbitration**

Normally all disputes should be settled by negotiations between the Owner and the concerned parties.

In case any dispute / difference is not settled through negotiations, the respective parties can seek remedy through Arbitration only by invoking the same within 120 days of raising of dispute. No disputes shall be referred to civil courts other than through Arbitration.

The issues/ disputes which cannot be mutually resolved through negotiations within the time stipulated above, all such disputes shall be referred to arbitration by Sole Arbitrator.

Owner shall suggest a panel of three independent and distinguished persons to the Contractor/ Supplier (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 (Thirty) Days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and Owner shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Owner on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/ awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties.

The Arbitration proceedings shall be in English language and venue shall be the State of the Owner as specified in the BDS/SCC. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of the Owner as specified in the BDS/SCC.

Above mentioned Arbitration clause will be applicable for the Disputes where the amount of claim is less than or equal to INR 1Crore (Indian Rupees One Crore only). For the cases of disputes where the amount of claim is more than INR 1 Crore (Indian Rupees One Crore), such disputes will be settled through commercial Courts established under the Commercial Courts, Commercial Division and Commercial Appellate divisions of High Courts act, 2015. Before going to the commercial court for settlement, such disputes be first referred to conciliation for settlement and in case of failure in conciliation, disputes be referred to the commercial courts for adjudication. In cases of funded packages, the aforesaid changes shall be implemented after concurrence of the funding agency.

*FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:*

In the event of any dispute or difference between the parties hereto, 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 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time.

The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

### **13. Jurisdiction**

The Contract shall be governed by and constructed according to the laws in force in INDIA. The Contractor hereby submits to the jurisdiction of the Courts situated at Delhi for the purposes of disputes, actions and proceedings arising out of the Contract, the courts at Delhi only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

### **14. Mutual Consultation**

If any dispute of any kind whatsoever shall arise between the owner and the supplier 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.

## **SECTION VII**

# **SPECIAL CONDITIONS OF CONTRACT (SCC)**

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding Clause number(s) of the GCC is/are indicated in parentheses.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
1.	Definitions (GCC clause 1)	<p style="text-align: center;">The Owner is:</p> <p style="text-align: center;"><b>Solar Energy Corporation of India Limited,</b> 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p style="text-align: center;">Kind Attn.: AGM (C&amp;P) / Sr Engineer (C&amp;P) Telephone Nos.: - 0091-(0)11-24666200/ 24666359 E-mail: - <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></p>
2.	Payment terms (GCC clause 15)	<p><b><u>Add following to the existing clause:</u></b></p> <p><b>100% Payment shall be made and released</b> after completion of the work/services with deduction of taxes and duties if any as applicable, upon submission of Original Documents like Invoice, delivery challan, warranty certificate, LR, WCC, MRN, etc. as required, duly certified by SECI's representative and subject to the satisfaction of the consignee with due certification from the Engineer-in-Charge of SECI.</p> <p><b><u>NOTE:</u></b></p> <p>i. Payment will be released only on submission &amp; verification of original invoice of Invoice/Bill duly completed in all respect, certified by Engineer-in-Charge of SECI and NO advance payment will be allowed.</p> <p>ii. The Company reserves the right to change, amend, modify, suspend, continue or terminate all or any part of the document either in an individual case or in general, at any time without notice.</p>

# **SECTION VIII**

## **FORMS & FORMATS**

<b><u>LIST OF FORMS &amp; FORMATS</u></b>	
<b>Form No.</b>	<b>Description</b>
Format-I	COVERING LETTER
Format-II	GENERAL PARTICULARS OF THE BIDDER
Format-III	FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY <b>(NOT APPLICABLE)</b>
Format-IV	FORMAT FOR EARNEST MONEY DEPOSIT <b>(NOT APPLICABLE)</b>
Format-V	FINANCIAL PROPOSAL
Format-VI	SCHEDULE OF RATES (SOR)/PRICE BID
Format-VII	TECHNICAL PROPOSAL <b>(NOT APPLICABLE)</b>
Format-VIII	FORMAT FOR TURNOVER FOR LAST 03 (THREE) FINANCIAL YEARS <b>(NOT APPLICABLE)</b>
Format-IX	"NO DEVIATION" CONFIRMATION
Format-X	E-BANKING MANDATE FORM
Format-XI	FORMAT FOR BOARD RESOLUTIONS
Format-XII	FORMAT FOR POWER OF ATTORNEY
Format-XIII	DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.
<b>LIST OF BANKS</b>	

**COVERING LETTER**

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

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

Reference No: \_\_\_\_\_

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

Tel. #:

Fax #:

E-mail address#

To

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

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

Dear Sir,

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

12. Contact Person

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

Name : .....  
Designation : .....  
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 Seller's event of default.

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

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

**GENERAL PARTICULARS OF THE BIDDER**

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

(Signature of Authorized Signatory)

**FINANCIAL PROPOSAL**

(On Bidder's letter head)

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

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

From: \_\_\_\_\_ (*Insert name and address of Company/Vendor/Agency*)

\_\_\_\_\_

Tel. #:

Fax #:

E-mail address#

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

Sub: Response to Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for: (Name of the Tender)

Dear Sir/ Madam,

I/ We, \_\_\_\_\_ (*Insert Name of the Company/Vendor/Agency*) enclose herewith the Financial Proposal for selection of my/our firm/Vendor/Agency 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 this document.

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

Thanking you,

We remain,

Yours faithfully

Name

Designation

Seal and Signature of Authorized Person

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

S. No.	Component/ Item	Quantity	Unit Cost (excluding GST) (INR)	GST (%)	GST Value (INR)	Subtotal Cost (Including GST) (INR)
A	B	C	D	E	F	G= (D+F)*C
<b>Repair</b>						
1	IGBT KIT; IGBT MODULE+ DRIVE FS450R12KE3	2				
2	AFPS-11C Card	2				
3	APOW-01 Card	2				
4	LCL Fan	1				
<b>Procurement</b>						
5	IGBT KIT; IGBT MODULE+ DRIVE FS450R12KE3	7				
6	LCL Fan	1				
7	MC INTERFACE BOARD; AINT-14C; COATED	3				
8	FLAT CABLE; ACS800-104-XXXX-3/5/7; WIR FRC	2				
9	REV.A; SPARE; FUSE 1000A 690V, Y1046958F, SC	9				
10	RESISTOR; CBH 165 C H 414 5R0; 4500 J; 5 OH	5				
11	REV.A; SPARE; SC FUSE 800A, 1100V	6				
<b>Installation Service</b>						
12	Installation Charges	1				
<b>Total Charges of repair and procurement including GST in figures (Total Evaluated Bid Value i.e. TEBV= G1+G2+G3+.....+G11+G12) (INR)</b>						
<b>Total Charges of repair and procurement including GST in words (Total Evaluated Bid Value i.e. TEBV= G1+G2+G3+.....+G11+G12) (INR)</b>						

Authorized Signatory

Name

Designation

Name of the Company

Address

### Important Note:

1. **The bidder shall quote TOTAL EVALUATED BID VALUE (G1+G2+G3+.....+G11+G12) (INR) as per SOR in GeM portal <https://www.gem.gov.in> and submit Schedule of Rates (SOR)/Price Bid only on the GeM Portal.**
2. Bidders are required to ascertain the correctness of amount related to all the applicable taxes/ duties/ levies as mentioned in the table above as it will largely impact during the L1 Price assessment at the time of evaluation of price bid.
3. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, SECI reserves the right to take decision accordingly.
6. In the event of arithmetic calculation mistake, the individual price mentioned shall be considered for calculation.
7. In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Value shall be made to factor any such change by addition to the Contract Value or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the price bid format.
8. Variation in taxes, duties, levies etc. after award of job but within the Time schedule as mentioned in TENDER shall be to the account of SECI. Any variation in taxes, duties, levies etc. beyond Time schedule shall be to BIDDER's account. In case of statutory variation in GST during currency of the Contract, the Service Provider 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.

**"NO DEVIATION" CONFIRMATION**

To,

M/s SOLAR ENERGY COPRORATION OF INDIA LIMITED

---

SUB:

DOCUMENT NO:

**Dear Sir,**

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**E-Banking Mandate Form**

(To be issued on Bidder letter head)

1. Vendor/Vendor/Agency/customer Name :
2. Vendor/Vendor/Agency/customer Code:
3. Vendor/Vendor/Agency /customer Address:
4. Vendor/Vendor/Agency/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/Vendor/Agency/customer)

**FORMAT FOR BOARD RESOLUTIONS**

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

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

**1. RESOLVED THAT** Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the ---  
----- (insert the name of the tender) including signing and submission of all documents and providing information/ response to bid of Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

**Certified True Copy**

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

**Notes:**

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

**POWER OF ATTORNEY**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.)

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

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

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

**Signed by the within named**

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

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

**Dated this ..... day of .....**

**Accepted** .....

Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....

**(Signature of the executant)**

**(Name, designation and address of the executant)**

.....

**Signature and stamp of Notary of the place of execution**

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

**WITNESS**

1. ....

(Signature)

Name.....

Designation .....

2. ....

(Signature)

Name.....

Designation .....

**Notes:**

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

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

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

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

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

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

SUB:

BID NO:

**Sub:** Bid for ----- (insert the name of the tender)

Dear Sir / Madam,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

### List of Banks

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
<b>SBI AND ASSOCIATES</b>	1. IDBI Bank Ltd.
1. State Bank of India	<b>3. FOREIGN BANKS</b>
2. State Bank of Indore	1. Bank of America NA
	2. Bank of Tokyo Mitsubishi UFJ Ltd.
	3. BNP Paribas
	4. Calyon Bank
	5. Citi Bank N.A.
	6. Deutsche Bank A.G
<b>NATIONALISED BANKS</b>	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	<b>4. SCHEDULED PRIVATE BANKS</b>
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	10. IDFC
19. Bank of Baroda	11. RBL
	12. South Indian Bank