



**Solar Energy Corporation of India Limited
(A Government of India Enterprise)
CIN: U40106DL2011GOI225263**

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

Tender

For

**Engagement of Agency for Software Development, Support
& Maintenance at SECI**

Tender No. SECI/C&P/MI/00/0021/2023-24

Dated: 20.02.2024

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SECTION I

INVITATION FOR BIDS (IFB)

SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



Tender No: SECI/C&P/MI/00/0021/2023-24

Date: 20.02.2024

Solar Energy Corporation of India Limited (hereinafter called “SECI”), invites bids from the eligible Agencies/Firms/Bidders to participate in the Tender for **“Engagement of Agency for Software Development, Support & Maintenance at SECI”**.

For the implementation of above-mentioned work, Bidders should submit their Techno Commercial & Price Bids/proposals complete in all respect in separate sealed covers, super-scribed with **“Engagement of Agency for Software Development, Support & Maintenance at SECI”** at the following address so as to reach on or before **1400 HRS on 12th March, 2024** positively to

Sh. Umesh Patidar

Sr. Engineer (C&P)

Solar Energy Corporation of India Limited

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

East Kidwai Nagar, New Delhi-110023

Telephone: 011-24666200

E mail: umesh.patidar@seci.co.in

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

1. The complete Bidding Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com>, Central Public Procurement portal (CPMP) of GoI at 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 SECI's e-tendering portal at <https://www.bharat-electronictender.com>, as per the provisions available therein. Accordingly, the online bid also has to be uploaded by the respective Bidders at <https://www.bharat-electronictender.com> only & no other mode of participation is permitted for this tender document other than ISN-ETS Portal.
2. Interested Bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com India Pvt Ltd (ETI), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested Bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s ETI, New Delhi to complete the registration formalities. The address of M/s ETI is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ETI are mentioned in the subsequent bidding documents.

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

For proper uploading of the bids on the portal namely <https://www.bharat-electronictender.com> (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 M/s Electronic Tender.com India Pvt Ltd (ETI), New Delhi directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Employer 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. While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by the owner for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in the subsequent bidding document.**

In the event, SECI is unable to open the Bids with the given pass-phrase provided by the Bidders, Employer on its discretion may give an option through the portal, to the Bidder to open its bid as per provisions available on the portal. However, Employer shall not be responsible if bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

4. A Single Stage Two 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.
5. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com> and as indicated in the Bid Information Sheet.
6. Bidder shall submit bid proposal along with non-refundable Tender Processing Fees, Earnest Money Deposit (EMD) if applicable/ Bid Securing Declaration complete in all respect as per the Bid Information Sheet. Techno-

Commercial bids will be opened as per the Bid Information Sheet in offline/ online presence of authorised representatives of Bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fees and Earnest Money Deposit (EMD, if applicable) or Bid Securing Declaration 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.**

7. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com>. **It is mandatory to download official copy of Tender Document from ISN-ETS Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on ETI site. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETI site. 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 ETI site shall prevail.**
8. Bidder selected shall be responsible for the performance of the following scope of work (more detailed in this tender document):

“Engagement of Agency for Software Development, Support & Maintenance at SECI”.
9. EMD/Bid Securing Declaration shall be enclosed in a sealed envelope and shall be submitted in the office of Employer (offline) whose mailing address is mentioned in the Bid Information Sheet.
10. Performance Securities as per this tender document shall be furnished by the successful Bidder after issuance of Contract Agreement (CA) by the Owner.

11. Employer/ 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.

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	Engagement of Agency for Software Development, Support & Maintenance at SECI.					
2	Tender No. & Date	Tender No: SECI/C&P/MI/00/0021/2023-24 dated 20.02.2024					
3	Source of Funds	Employer/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	Type of Bidding System	Single Bid System	
		Two Bid System	Yes
6	Completion/ Contract Period	The initial contract period is of one year from the date of signing of Contract Agreement, with provision to extend contract for further one year at the same cost & terms and conditions on the basis of satisfactory performance.	
7	JV/Consortium	NOT ALLOWED	
8	Number of Bids per Bidder	01	
9	Cost of Bidding Documents	Free of cost	
10	Bid Validity	180 days	
11	Bid Currency	INR	
12	Tender Processing Fee (NON-REFUNDABLE)	Amount: INR 6,000/- (Indian Rupees Six Thousand Only) inclusive of GST @ 18% per bid to be submitted in the form of either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" Payable at New Delhi. Bid Processing Fee is to be deposited along with the Bid document submission.	
13	Earnest Money Deposit (EMD)	Amount: INR 33,000 (Indian Rupees Thirty-Three Thousand only) 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 or in the form of Bank Guarantee as per the prescribed format (With a validity of 180 days from the Due date of Bid Submission). EMD to be deposited along with the Bid document submission.
14	Contract Performance Security	5% of the total Contract Value
15	Date, Time & Venue of Pre-Bid Meeting	A Pre-Bid/clarification Meeting conference shall be held as per notification on SECI’s website www.seci.co.in which will be conducted Online/Offline at SECI office, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023/Or at the location as notified by SECI. Only two persons from the Bidder company are allowed to attend the same.
16	Last date & Time of Submission of Bids	12.03.2024, 1400 HRS
17	Opening of Techno Commercial Bids	12.03.2024, 1600 HRS
18	Financial Bid Opening	To be intimated after the shortlisting of Techno Commercial Bids.
19	Name, Designation, Address and other details (For Submission of Response to NIT)	Sh. Umesh Patidar Sr. Engineer (C&P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Telephone: 011-24666200 E mail: contracts@seci.co.in

20	Details of persons to be contacted in case of any assistance required	<p>1) Sh. Deepak Mittal Sr. Manager (IT) Ph: 011-24666 200</p> <p>2) Sh. Umesh Patidar Senior Engineer (C&P) Ph: 011-24666 366</p>
21	CONTACT DETAILS OF ETI	<p>M/s Electronic Tender.com (India) Pvt Ltd Registered Office: 6, Jain Mandir Road, New Delhi-110001 Corporate Office: 1001, City Court, M. G. Road, Gurugram - 122002, Haryana Contact Person: ETS Support Team Contact No.: +91-124-4229071, 4229072 Email: support@isn-ets.com</p>

Important Note

- 1.0 Any Bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from ETS Portal of ISN-ETS (<https://www.bharat-electronictender.com>) and submit their Bid complete in all respect as per terms & condition s of Tender Document on or before the due date of bid submission.
- 2.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 3.0 Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document from ETS Portal and/ or SECI website. (No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. All the information related to this Tender Document shall be updated in the ETS

Portal of ISN-ETS (<https://www.bharat-electronictender.com>) and/ or SECI website (www.seci.co.in) only.

SECTION II

SCOPE OF WORK / TECHNICAL SPECIFICATION

1. INTRODUCTION

- a) 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.
- b) SECI is looking to hire a reputed, experienced, and financially sound Agency having experience in Software Development, Support & Maintenance. Detailed requirements are specified in the eligibility criteria mentioned in this document.
- c) 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.
- d) The Bidders shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all work he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

2. CONTRACTOR’S SCOPE OF SERVICES/WORK

The broad scope of the engagement envisages onsite IT professional services and onsite/offshore development for new or existing web applications/ portals such as SECI HIAM Portal, Court Case Tracking System, biometric integration, etc. It

includes design, develop, customize, interface, test, manage, and maintenance of the existing as well as new software/web based/mobile apps/web portals applications. The selected bidder must provide software development services by deploying resource(s) specifically to meet SECI's requirements. The selected bidder should provide the following services at our corporate office at New Delhi for a contract period of one year.

The scope of work includes:

- a) Bidder has to ensure that the software development will be carried out as per standard software development process and taking into consideration the best secure coding practices followed worldwide.
- b) For any new development/ modification, bidder's deputed resource(s) will understand the requirement of application/ portal and prepare the plan including timelines as per software development life cycle (SLDC) in coordination with the concerned officer(s)/department of SECI.
- c) Existing applications are needed to be managed & modernized as per best industry standards.
- d) Drive adoption of flexible and extensible web UI solutions using design thinking to arrive at effective user experiences.
- e) SECI may conduct code review, IS Audit and VA/PT of developed software, it would be the responsibility of bidder to resolve & close all the observations. Periodically, SECI will conduct VA & PT of the developed applications. Observations raised as part of the VA&PT are to be fixed & patched on priority.
- f) The bidder must rectify the gaps identified during the audit by internal/external agencies or by any of the regulators of software developed/ customized at no additional cost to SECI.
- g) Bidder has to provide source code of applications such as DLLs, images, library files, object code / executable code etc.
- h) Bidder has to provide all necessary functional and technical documentations such as software requirement specification, user manuals to SECI.
- i) Bidder to deploy & host the applications in the SECI's provisioned cloud space or on-premise infrastructure for successful installation.

- j) The bidder shall be responsible for providing technical support for the developed & existing applications other than SAP ERP including:
- Resolution of any bugs & issues including bug fixing, improvements in presentation and/or functionality.
 - Providing latest updates or any other relevant version upgrades, if any.
 - Installation of the necessary patches and application upgrades.
- k) The bidder shall be required to generate various MIS reports as per the requirements of the department.
- l) The bidder shall be required to provide required technical and functional training to SECI users.
- m) The bidder shall monitor the applications and take corrective actions to optimize the performance.
- n) The bidder shall make necessary provisions to take the backup & restore of the applications/ portals at SECI provisioned infrastructure. The bidder also responsible to design, program and deploy the required scripts/code to achieve the purpose of the successful backup and restore.
- o) The bidder will bear the cost incurred for purchase of domains/sub-domains, email/SMS notifications required for applications, SSL certificates, public IPs for hosting of web applications/ portals.
- p) The bidder will arrange necessary tools, registration, its OEM support/maintenance & licenses (if any) required for development/programming of applications/ portals/ mobile apps excluding database.
- q) The bidder will develop, manage & modify the required Application Programming Interfaces (APIs) to interface/integrate the existing and developed applications to other platforms/applications/software/mobile apps.
- r) SECI will have the complete rights on the intellectual property generated out of the development done as part of the contract.

3. RESOURCE REQUIREMENT

Below are the categories of resources:

Category – 1:

S. No.	Parameters	Description
1	Educational Qualification	B.Sc./ BCA/3 Yrs Diploma/ M.Sc./ MCA/ BE/ B.Tech/ M.Tech/ MS in IT/ Computer Science/ Engineering
2	Experience	3 to 5 years
3	Profile/Skill Set	a. Working Knowledge on following technologies - .NET, .Net MVC, Angular 9+, MS SQL Database, REST APIs etc. b. Knowledge of PL/SQL c. Deploy/ host applications on cloud, troubleshooting and programming skills d. Create interactive & responsive programs to enhance customer's experience e. Responsible for coding, implementation, maintenance, testing, debugging of applications/ apps.

Category – 2:

Sl. No.	Parameters	Description
1	Education Qualification	B.Sc./ BCA/3 Yrs Diploma/ M.Sc./ MCA/ BE/ B.Tech/ M.Tech/ MS in IT/ Computer Science/ Engineering
2	Experience	More than 5 years

3	Profile/Skill Set	<ul style="list-style-type: none"> a. API develop/Integration b. SAP API Integration c. Should understand client requirement, architecture, deployment model and the database architecture. d. Development of APIs for integrating system with other applications. e. Testing and Debugging, Documentation, Monitoring and Maintenance, Security and Compliance, Collaboration, Troubleshooting and Support, Performance Optimization. f. Proficiency in working with various API types, including RESTful APIs, SOAP APIs, OData, GraphQL, etc. g. API Security and Authentication. h. Knowledge of common data formats and protocols, such as JSON, XML, HTTP/HTTPS, and FTP. i. Ability to handle different message formats for data interchange. j. Middleware and Integration Platforms. k. Working Knowledge on following technologies - .NET, .Net MVC, Type script, MSSQL Database, REST APIs,
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		l. Knowledge of PL/SQL m. Experience in HTML5, CSS, Java script, jQuery. n. UI/UX Developer
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- a) The bidder will deploy one Category-1 resource at SECI office to handle routine day-to-day activities pertaining to support & maintenance of existing applications/web portals.
- b) Category-2 resource(s) will be engaged any time during the contract period at the discovered rate (man-month charges) as per the future requirement of SECI. The minimum engagement period for such resources will be at least one month and they can work in hybrid mode i.e. onsite/off-shore for the engagement period.
- c) The rate discovered through this tender document will be valid for 2 years. Fresh Purchase Order will be issued as and when the need felt by SECI. The additional resource(s) should have the minimum educational qualification, experience and profile as mentioned at point 1 & 2.
- d) The SLA mentioned in this document shall be applicable for all the purchase orders issued during the period of the contract.
- e) SECI also reserves the rights to surrender resource(s) if found excess by giving a notice period of 15 days.
- f) To cater the future application development requirements from any department of SECI, SECI will finalize the timeline & required man-months (Category-2) with the consultation of bidder for the development/modification of software/ application/ mobile app based on the estimated development work furnished by the concerned officer/department of SECI. Any delay beyond this period, will invite penalty as per SLA.

4. SERVICE LEVEL AGREEMENT

- a) Category-1 resource(s) deployed at SECI should be available on a full-time basis at the SECI office from 9:30 AM to 6:00 PM on official working days declared by SECI. An alternate resource must be deployed as a replacement in case of deputed resource stays on leave for half-day or full day(s) subject to prior intimation.

- b) In case of delay, more than 45 minutes after SECI entry time as mentioned above would be considered as half-day leave and a delay of more than 3 hours shall be considered as a full-day leave. These leaves would be considered for deduction in payment as mentioned elsewhere in this document.
- c) In case of deployed resource absent at SECI, a penalty of Rs.1,000/- per day per resource will be levied by SECI in addition to deducting the charges for that number of day(s) on pro-rata basis (Calculation of Charge = (monthly charges/working days) * no. of days absents)).
- d) In case the deployed resource intends to leave the firm, the bidder should inform SECI one month in advance and depute new resource 15 days prior to last working day of existing engineer for proper handover of work along with progressive report of all projects allotted to the individual.
- e) SECI reserves the right to replace the deployed resource in case of non-satisfactory performance. Bidder will provide the substitute within 7 days from the date of intimation. If substitute is not provided within a week penalty will be deducted as per SLA.
- f) If the bidder fails to close VA/PT/IS Audit observation within a week for critical/ high observation and within two weeks for medium/ low observation, a penalty of 0.5% of the monthly payout per week will be deducted.
- g) If the bidder fails to provide necessary documents as required by SECI within the agreed time line, a penalty of 0.5% of quarterly pay-out per week will be deducted.
- h) If the bidder fails to complete the development within the agreed time line, a penalty of 0.5% of quarterly pay-out and engaged resource(s) (Category-2) charges per week will be deducted.
- i) The overall penalty during the contract period will be a maximum of 10% of the total value of the order.
- j) The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet the delivery dates/time, unless it is due to reasons entirely attributable to SECI, may constitute a material breach of the successful bidder's performance.
- k) During the contract period, the bidder is responsible for handling all

activities mentioned in the document via an SECI-provisioned Service Desk. Below are the SLA for such raised incidents/ services/ tickets.

- 1) The bidder should support all the portal/applications existing or developed and any bugs identified should be fixed on priority. In case SECI incurs any financial loss due to the bugs of the coding, the same will be recovered from the bidder.

SECTION III

INSTRUCTIONS TO BIDDERS

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 Employer/ Owner. It also provides information on bid submission and uploading the bid on portal <https://www.bharat-electronictender.com>, bid opening, evaluation and on contract award. 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 Employer/ Owner and Bidders/ Contractors shall be governed by the Tender Documents and Contracts signed between the Employer/ 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 Owner/Site shall have exclusive jurisdiction.

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[A] – GENERAL

1. **SCOPE OF BID**

- 1.1 The Employer/ Owner wishes to receive Bids as described in the Bidding documents/ Tender documents issued by Employer/ 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, Employer/ 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 Employer and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Employer/ 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 Employer/ 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] / Technical Specifications [TS]
- 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, Employer/ 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 Employer in writing by e-mail or at Employer'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). Employer reserves the right to ignore the bidders request for clarification if received beyond the aforesaid period. Employer may respond in writing to the request for clarification. Employer's response including an explanation of the query, but without identifying the source of the query will be uploaded on ETS Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or Employer's website www.seci.co.in.

6.2 Any clarification or information required by the Bidder but same not received by the Employer 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', Employer/ 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 ETS Portal of ISN-ETS <https://www.bharat-electronictender.com>

electronictender.com and/ or Employer's website www.seci.co.in. Bidders must consider all such addendum/ corrigendum before submitting their bid.

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

9.1 Hard Copy

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

Sh. Umesh Patidar
Sr. Engineer (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
Telephone: 011-24666200
E mail: contracts@seci.co.in

- a. Original Non-Refundable Tender Processing Fee as per clause no. 04 of ITB
- b. Original Non-Refundable Cost of Tender Document, if applicable
- c. 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed
- d. EMD, in original as per Clause 14 of ITB as per 'Form F-IV' or as prescribed.
- e. Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-XII')
- f. Copy of Board Resolution
- g. The Passphrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

Bidder shall also upload the scanned copies of all the above mentioned original documents as Programmed File Attachments during online Bid Submission as a part of First envelope.

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

9.2 Soft Copy

Online documents/Soft copy of the bid shall comprise of following documents to be uploaded on the ISN-ETS portal <https://www.bharat-electronictender.com> as per provisions therein.

a. As part of First Envelope

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN ON-LINE MODE AS SOFT COPIES:

- I. Covering Letter as per Format I.
- II. Original Non-Refundable Tender Processing Fee as per clause no. 04 above, if applicable.
- III. General particulars of the Bidder as per the Format II
- IV. Contract Performance Security as per the Format III, if applicable
- V. Earnest Money Deposit as per the Format IV, if applicable
- VI. Financial Proposal as per Format V
- VII. Schedule of Rate (SOR) / Price Bid as per Format VI
- VIII. Annual reports along with a certification of turnover of last 03 years as per Format VIII*
- IX. No Deviation Confirmation as per Format IX
- X. E-Banking Mandate Form as per Format X
- XI. Power of Attorney as per Format XII or Board Resolution as per format XI for such authorization.
- XII. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format XIII
- XIII. Copy of GST registration No, PAN Card and Income Tax Registration,

- XIV. 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.
- XV. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification

*In case the audited annual accounts for the year previous Financial Year are not available with the Bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g., sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turn over certified by a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

The Technical Proposal shall not include any financial information relating to the Financial Proposal. The Bidder shall submit Bids in the given Format only.

b. As part of Second Envelope

- I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ISN-ETS portal, shall be duly filled. "Termed as **ELECTRONIC FORM**".
- II. Main Price Bid comprising as per Format-V (Financial Proposal) and Schedule of Rate (SOR) / Price Bid as per Format VI of the Price Schedule duly completed, sealed, and signed/digitally signed shall be uploaded. "Termed as **MAIN 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 Employer/ Owner. The prices quoted by the Bidders should include the Goods & Service Tax (GST) components.
- 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 included in the "SOR/ Price Bid".
- 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 Price shall be made to factor any such change by addition to the Contract Price or

deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the SOR/ 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.

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, Employer/ Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Employer/ Owner.

11.2 In case CBIT (Central Board of Indirect Taxes and Customs) brings to the notice of Employer/ Owner that the contractor has not remitted the amount towards GST collected from Employer/ Owner to the government exchequer, then, that contractor may be debarred from bidding in future tenders of Employer/ Owner for given period as per the sole discretion of Employer/ 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 Employer/ 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 Employer as 'non-responsive'.
- 13.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer 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 Employer/ Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-14.8".
- 14.4 Employer/ 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 Contract Agreement.
 - 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 Contract Agreement (CA) 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 price, there is no need for additional Contract Performance Security. As soon as the total executed value exceeds the ceiling of awarded contract price 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 CA & forfeit 100% of EMD if applicable in case Contract Performance Security is not submitted within 45 (Forty-five) days from issuance of CA. However, total project completion period shall remain same. Part Security shall not be accepted. The Zero Date shall be counted from the date signing of Contract Agreement (CA).
- 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 Employer 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 Bidders 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 & ETI website 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 Employer/ 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. SIGNINIG 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) before uploading at ISN-

ETS online portal. 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. Employer/ Owner will accept bids based on terms & conditions of Tender Documents only. Bidder may note Employer/ 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. Employer's/ Owner's determination of a bid's responsiveness is based on the content of the bid itself. Employer/ 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:

- a. Eligibility Criteria including General, Technical and Financial QR
- b. Firm Price, Tender Processing Fees and Earnest Money Deposit
- c. 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 (Specific documents only) 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:

Offline Tender Document for “Engagement of Agency for Software Development, Support & Maintenance”	
Tender Document No.	(Enter Bid No & Date given in published bid document)
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 Employer 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 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 Employer/ Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of Employer/ Owner and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on ETS Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or Employer's website www.seci.co.in.

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, Employer 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 Employer/ Owner after following the due procedure.

[E] - BID OPENING AND EVALUATION CRITERIA

24. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Employer/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 Employer's/ Owner's action. However, Bidder if so, desire may seek the reason (in writing) for rejection of their Bid to which Employer/ Owner shall respond quickly.

25. BID OPENING

25.1 Unpriced Bid Opening:

Employer 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 unpriced bid opening is subjective and will depend on case-to-case basis against the sole discretion of Employer/ Owner. As it's an online bidding system, Bidder's attendance during the Techno-commercial Bid opening in Employer's Premises is not envisaged, as the

same may be observed by the respective Bidders from their online login credentials of the e-tendering portal.

25.2 Priced Bid Opening:

25.2.1 Employer will open the price bids of those Bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.

25.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

25.2.3 As it's an online bidding system, Bidder's attendance during the Price Bid opening in Employer's Premises is not envisaged, as the same may be observed by the respective Bidders from their online login credentials of the e-tendering portal. Employer may also intimate the Techno commercial qualified Bidders through mails for the opening of price bids.

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 Employer'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 EMPLOYER/ OWNER

27.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer/ Owner on any matter related to the Bid, it

should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

- 27.2 Any effort by the Bidder to influence the Employer/ Owner in the Employer'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 Employer 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 Employer/ 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 employer 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 Employer’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 Employer 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 Employer 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 Employer, 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 Employer 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 Employer 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

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.

Proposals shall be evaluated as per evaluation criteria mentioned in the clause below.

31.1 Evaluation of Techno - Commercial Part (First Envelope)

The Employer will carry out a detailed evaluation of the bids of the qualified Bidders to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. To reach such a determination, the Employer will examine the information supplied by the Bidders, pursuant to 'ITB: Clause-9', and other requirements in the Bidding Documents, considering the following factors:

- (a) overall completeness and compliance with the Technical Specifications of the bid. The bid that does not meet minimum acceptable standards of

completeness, consistency and detail may be rejected for non-responsiveness,

- (b) compliance with the time schedule,
- (c) any other relevant technical factors that the Employer/ Owner deems necessary or prudent to take into consideration,
- (d) any deviations to the commercial and contractual provisions stipulated in the Tender Documents,
- (e) details furnished by the Bidder in response to the requirements specified in the Tender Documents.

31.2 Opening of Second Envelope by Employer

The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 31.1. In case the bid/offer is rejected, pursuant to ITB Clause 31.1 the Second Envelope submitted by such Bidders shall be sent to archive unopened and the EMD, if applicable shall be returned as per the Tender provisions.

The prices and details as filled up in Electronic Form by the Bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall

be determined as per the provisions and considered for award of contract as provided in ITB.

31.3 Evaluation of Financial Part (Second Envelope)

31.3.1 The Employer will examine the Price Part (Second Envelopes) 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.

31.3.2 Financial Proposal Content: After the technical evaluation, the Financial Bids of bidders will be opened and will be ranked in terms of their Total Evaluated Bid Value (TEBV).

31.3.3 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.

31.3.4 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 / Contract Agreement (CA).

31.3.5 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.

31.3.6 Arithmetical errors will be rectified in line with Clause no. 29 of ITB.

31.3.7 The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Tender Documents.

31.3.8 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 / Contract Agreement (CA). The evaluation will be done on the total evaluated bid value & not on individual line item/Product wise.

31.3.9 The mentioned Total Evaluated Bid Value will be considered up to 2 decimal places only.

31.3.10 In case only single offer is received, SECI at its sole discretion may take appropriate actions for further process as per SECI policy.

31.3.11 If there is also a tie among any of these bidders, then L-1 will be the bidder who has the highest average annual turnover as per the documents submitted as a part of their bid.

[F] - 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. NOTIFICATION

33.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, through e-mail/ courier/ registered post, that his Bid has been accepted. Subject to "ITB: Clause-28", Owner will award the Contract Agreement in line with the forthcoming clauses, to the successful Bidder whose Bid has been determined to be

substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

- 33.2 The notification shall be issued to successful bidder in duplicate. The successful bidder is required to confirm within 07 days of its issuance including all the Appendix, Annexures as a token of acceptance.
- 33.3 Incase the successful bidder fails to acknowledge the acceptance of the notification as mentioned above vide clause no. 33.2, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.
- 33.4 In case of Non-responsive/Non acceptance to the notification 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. SIGNING OF CONTRACT AGREEMENT

- 34.1 Within 30 (Thirty) days of the release of Notification by the owner, the successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Owner on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'state' specified.
- 34.2 In case the successful Bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 34.1, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed. Same shall constitute sufficient grounds for the forfeiture of EMD, if applicable.
- 34.3 In case of Non-responsive/Non-acceptance to the CA or non-submission of timely Performance Security 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.

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 Employer'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 Employer/ 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 Employer/ Owner, such decision of Employer/ 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 Bidders/ 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 Bidders. The registration certificate issued from any of the above Bidders 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 Bidders/ 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 a Bidder 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 Employer 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 Bidder or its property to influence the

improperly actions of a Bidder, obstruction of any investigation or auditing of a procurement process.

- 1.5 A “Agency/ Vendor/ Supplier/ Contractor/ Consultant/ Bidder” is herein after referred as “Bidder”.
- 1.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with a Bidder and Banning of business dealings with Bidder and shall be the “Committee” concerned.
- 1.7 “Allied Bidder” shall mean all the concerns within the sphere of effective influence of banned/ suspended Bidders. 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 Bidder and by virtue of this it has a controlling voice.
- 1.8 “Investigating Bidder” shall mean any department or unit of Employer/ Owner investigating into the conduct of Bidder/ party and shall include the Vigilance Department of the Employer/ Owner, Central Bureau of Investigation, State Police or any other Bidder 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 Bidder shall be banned for future business with Employer/ 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 a Bidder, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the Bidder shall be banned for future business with Employer/ 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)/ Employer/ Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the Bidder 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 Bidder 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 a Bidder 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 Bidder shall be banned for future business with Employer/ Owner for a period specified in para below from the date of issue of banning order.

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

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

If a Bidder is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the Bidder shall be banned for future business with Employer/ 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 Employer/ 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 a Bidder is banned, such Bidder shall not be considered in ongoing tenders/ future tenders.

3.2 However, if such a Bidder is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the Bidder 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 a Bidder 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 Bidder shall be ignored.

3.3.2 after opening technical bid but before opening the Price bid, the Price bid of the Bidder shall not be opened and EMD, if applicable submitted by the Bidder shall be returned to the Bidder.

3.3.3 after opening of price bid, EMD, if applicable made by the Bidder shall be returned; the offer/Bid of the Bidder shall be ignored & will not be further evaluated. If the Bidder is put on banning list for fraud/ misappropriation of facts committed in the same tender/ other tender

where errant Bidder 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 Bidder 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 Bidder.
- (ii) Vigilance Department based on the input from Investigating Bidder, forward for specific immediate action against the Bidder.
- (iii) Nonperformance 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 Bidder and 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 Bidder on banning list.

4.2.2 During the period of suspension, no new business dealing may be held with the Bidder.

4.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Bidder.

4.2.4 The decision regarding suspension of business dealings should also be communicated to the Bidder.

4.2.5 If a prima-facie, case is made out that the Bidder 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 Bidder is put on suspension list and (ii) why

action should not be taken for banning the Bidder for future business from Employer/ 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 a Bidder as long as the name of Bidder appears in the Suspension List.

4.3.2 If a Bidder 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 Bidder shall be ignored.

4.3.2.2 after opening technical bid but before opening the Price bid, the Price bid of the Bidder shall not be opened and EMD, if applicable submitted by the Bidder shall be returned to the Bidder.

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 Bidder(s) are on banning list of Employer/ Owner or the Ministry of New & Renewable Energy (ii) Bidder is not banned by any Government Department/ Public Sector.

5. Debarment of Firms from Bidding

- i. A bidder shall be debarred if he has been convicted of an offence-

- a. Under the Prevention of Corruption Act, 1988: or
 - b. The Indian penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract
- ii. A bidder debarred under sub- section (i) or any successor of the bidder shall not be eligible to participate process of any procuring entity for a period not exceeding Three years Commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which also be displayed on the website of DGS&D as well as Central Public procurement Portal.
- iii. A Procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.
- iv. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

Annexure-II

ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)

1. General

Special Instructions (for e-Tendering).

Submission of Online Bids is mandatory for this Tender.

This section contains detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/ tender document.

Bidders who wish to participate in e-tenders must go through the 'instructions in respect of e-Tendering essentially covering security settings required for Bidder's PC/ Laptop, uploading and checking the status of digital signature in the Bidder's PC/ Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/ Bid etc.

2. About E-Tender Portal (Web)

Solar Energy Corporation of India Limited (SECI) has adopted a secured and user friendly e- tender system enabling bidders to Search, View, Download tender document(s) directly from the ETS Portal of M/s ElectronicTender.com (India) Pvt. Limited (<https://www.bharat-electronictender.com>) through ISN Electronic Tender Services Private Limited (referred as ISN-ETS) (referred hereunder as "E-Tender Portal") and

also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/ Price Schedule (Price Bid) in note and attachment folder, as applicable, and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

3. Pre-requisite for participation in bidding process

The following are the pre-requisite for participation in e-Tendering Process:

3.1 PC/ Laptop with Windows OS, Internet Explorer

Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.

3.2 Internet Broadband Connectivity

The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.

3.3 A valid e-mail Id of the Organization/ Firm

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

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

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

4. Tender Bidding Methodology under Sealed Bid System of Single Stage Two Envelop:

4.1 Broad Outline of Activities from Bidder's Perspective:

4.1.1 Procure a Class III Digital Signing Certificate (DSC).

4.1.2 Register on Electronic Tender System® (ETS)

4.1.3 Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA

4.1.4 View Notice Inviting Tender (NIT) on ETS

4.1.5 For this tender -- Assign Tender Search Code (TSC) to a MA

4.1.6 Download Official Copy of Tender Documents from ETS Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.

4.1.7 Clarification to Tender Documents on ETS

a) Query to SECI (Optional)

b) View response to queries posted by SECI

4.1.8 Bid-Submission on ETS

4.1.9 Respond to SECI Post-TOE queries

4.1.10 Participate in reverse auction if invited

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

4.2 Digital Certificates

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

4.3 Registration

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

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

Important Note:

Interested bidders have to download official copy of the RfS/ Tender & other documents after login into the ETS Portal of ISN-ETS (<https://www.bharat-electronictender.com>). If the official copy of the documents is not downloaded from ETS Portal of ISN-ETS within the specified period of downloading of RfS/ Tender and other documents, bidder will not be able to participate in the tender.

To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Centre’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

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

ETS Helpdesk

Phone +91-124-4229071, 4229072 E-mail support@isn-ets.com

5. Some Bidding Related Information for this Tender (Sealed Bid)

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

5.1 Hard Copy

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

Sh. Umesh Patidar

Sr. Engineer (C&P)

Solar Energy Corporation of India Limited

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

East Kidwai Nagar, New Delhi-110023

Telephone: 011-24666200

E mail: contracts@seci.co.in

- a. Original Non-Refundable Tender Processing Fee as per clause no. 04 of ITB
- b. Original Non-Refundable Cost of Tender Document, if applicable

- c. 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed
- d. EMD, in original as per Clause 14 of ITB as per 'Form F-IV' or as prescribed.
- e. Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-XII')
- f. Copy of Board Resolution
- g. The Passphrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

Bidder shall also upload the scanned copies of all the above mentioned original documents as Programmed File Attachments during online Bid Submission as a part of First envelope.

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

5.2 Soft Copy

Online documents/Soft copy of the bid shall comprise of following documents to be uploaded on the ISN-ETS portal <https://www.bharat-electronictender.com> as per provisions therein.

a. As part of First Envelope

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN ON-LINE MODE AS SOFT COPIES:

- I. Covering Letter as per Format I.
- II. Original Non-Refundable Tender Processing Fee as per clause no. 04 above, if applicable.
- III. General particulars of the Bidder as per the Format II
- IV. Contract Performance Security as per the Format III, if applicable

- V. Earnest Money Deposit as per the Format IV, if applicable
- VI. Financial Proposal as per Format V
- VII. Schedule of Rate (SOR) / Price Bid as per Format VI
- VIII. Annual reports along with a certification of turnover of last 03 years as per Format VIII*
- IX. No Deviation Confirmation as per Format IX
- X. E-Banking Mandate Form as per Format X
- XI. Power of Attorney as per Format XII or Board Resolution as per format XI for such authorization.
- XII. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format XIII
- XIII. Copy of GST registration No, PAN Card and Income Tax Registration,
- XIV. 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.
- XV. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification

*In case the audited annual accounts for the year previous Financial Year are not available with the Bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g., sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turn over certified by a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

The Technical Proposal shall not include any financial information relating to the Financial Proposal. The Bidder shall submit Bids in the given Format only.

b. As part of Second Envelope

- I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ISN-ETS portal, shall be duly filled. **“Termed as ELECTRONIC FORM”**.
- II. Main Price Bid comprising as per Format-V (Financial Proposal) and Format VI (Price Schedule) duly completed, sealed, and signed/digitally signed shall be uploaded. **“Termed as MAIN BID”**.

6. Special Note on Security and Transparency of Bids

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

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

concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Form for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Form and the corresponding Main-Bid.

If any variation is noted between the price mentioned in the Electronic Form and the Main Bid (Refer Clause above for the definitions of Electronic Form and Main Bid), the price mentioned in the Main Bid shall prevail.

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

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

encrypting this Pass-Phrase with the designated keys provided by the Employer.

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

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the User-Guidance Centre.

The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

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

8. Seven CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement

of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, Employer may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by Employer, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not

be opened, and EMD, if applicable shall be refunded. No request on this account shall be entertained by Employer/ Owner.

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

9. Content of Bid

Un-Priced Bid

The Un-Priced Bid (i.e., Part I - Technical Bid, refer ITB of tender for details) to be uploaded using Link "TECHNICAL DOCUMENT". ***Bidders are advised to not upload duly filled Schedule of Rates (SOR)/ Price Schedule (PS) at this link.***

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to

a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/ tender in the Collaboration Folder (C-Folder) under tender document of e-tender portal.

Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder.

The complete bid (each page) shall be continuously numbered in sequence, from start till end i.e. 1, 2, 3... n. The bid shall be uploaded along with proper index and indicating page numbers against each category of documents. A sample is suggested as under:

Sub-folder in C-Folder	Documents	Page nos. (for ref.)
1. INDEX	Index	1 to a
2. TENDER DOC	Tender Document, Corrigendum etc.	a+1 to b
3. B.E.C	BEC documents (including order, completion/ execution certificate, balance sheet, etc.)	b+1 to c
4. UN-PRICED COMMERCIAL	Un-priced Commercial offer/bid	c+1 to d
5. EMD/POA	Scanned copy of EMD/POA	d+1 to e
6. FORMATS	Formats of tender duly filed-in, signed and stamped and other	e+1 to f
7. TENDER FEE	Scanned copy of Tender Fee/ Integrity Pact (I.P.)	f+1 to f
8. OTHERS	Any other document	g+1 to n

The above shall ensure that there are no missing documents and traceability of relevant section is ensured.

Note:

- i) Bidder may save/ store the bid documents in the PC/ Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/ rate(s) strictly in the Schedule of Rate (SOR)/ Price Schedule (PS) attached with the tender.

Inadvertently, if a document is uploaded in Collaboration Folder (C Folder) by the bidders, such document can be deleted by the bidder and can be

replaced by a digitally signed new/ modified document prior to due date & time.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder of Tender Document in e-tender portal.

Price Bid

The Price Bid (i.e. Part II - Price Bid, refer ITB for details) to be uploaded using Link given under ISN portals & and NOT using link “TECHNICAL DOCUMENT”. ***Bidders are advised not to upload any other documents and same shall be ignored.*** For detailed instructions, refer tender document and instructions as given above.

Employer/ Owner shall not be responsible for any failure on the part of the bidder in submission of Priced Bid.

Instructions mentioned under “PRICE BID [Online]” shall be applicable in case Bidders have been asked to quote their prices on-line directly in the ISN’s e-tender portal in addition to uploading of scanned copy of SOR/ PS or only the on-line price submission in the portal, as the case may be.

10.Submission of documents

Bidders are requested to upload small sized documents preferably (upto 10 MB) at a time to facilitate easy uploading into e-tender portal. Employer/ Owner shall not be responsible in case of failure of the bidder to upload documents/ bids within specified time of tender submission.

11.Last date for submission of bids

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/ revise the same on or before the last date and time of submission. The system time displayed on ISN’s e-tender webpage shall be final and binding on the bidders for all purposes

pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

12. Internet connectivity

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

SECTION IV

BID DATA SHEET

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.	Earnest Money Deposit (EMD) (ITB clause 14)	<p><u>Add following to the existing clause:</u></p> <p><u>14.11 Payment on Order Instrument (POI) against EMD:</u></p> <p>As an alternative to submission of EMD, the bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of tender. This instrument would have to be furnished as per Format 14 of the tender document, within the timelines, for the amount and validity period as per the clause above.</p> <p>The term “Bank Guarantee (BG) towards/against EMD” occurring in the entire tender document shall be read as “e-PBG/Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
2.	Contract Performance Security (ITB clause 15)	<p><u>Replace the existing clause by following:</u></p> <p><u>15. CONTRACT PERFORMANCE SECURITY</u></p> <p>15.1 Against the contract of the project, within 30 (Thirty) days from the issuance of the CA from SECI, the successful Bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format attached and which shall be for 5% of the Contract Value and shall be valid up to 15 (Fifteen) months from the date of signing of Contract Agreement. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or NEFT and shall be in the currency of the Contract and will be issued in the name of the owner (Solar Energy Corporation of India Limited).</p> <p>Bank Guarantee towards Contract Performance Security shall be from any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.</p> <p>The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only'</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited".</p> <p>15.2 The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Bidder should furnish additional Contract Performance Security on proportionate basis of the percentage for the additional amount in excess to the original contract value. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.</p> <p>15.3 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 Contract, in case Contract Performance Security is not submitted within 40 (Forty) days from the date of signing of Contract Agreement. However, total project completion period shall remain same. Part Security shall not be accepted.</p> <p>15.4 If the Bidder or their employees or the Bidder's agents and representatives shall damage, break, deface or destroy any property belonging to the</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Employer or others during the execution of the Contract, the same shall be made good by the Bidder at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other Bidders and recover expenses from the Bidder (for which the certificate of the Engineer-in-Charge shall be final).</p> <p>15.5 All compensation or other sums of money payable by the Bidder to the Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Bidder by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Bidder shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.</p> <p>15.6 The Contract Performance Guarantee (CPG) submitted shall be released to the contractor without any interest not later than 90 days after the successful completion of the contract subject to the approval and acceptance by the owner (Solar Energy Corporation of India Limited).</p> <p>15.7 Payment on Order Instrument (POI) against PBG:</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>As an alternative to submission of PBG as above, the successful bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of tender. This instrument would have to be furnished as per Format 15 of the tender document, within the timelines, for the amount and validity period as per clause above. In case the successful contractor chooses to submit POI, delay in submission of the POI beyond the timeline stipulated above, will be applicable in this case too.</p> <p>The term “Performance Bank Guarantee (PBG)” occurring in the entire tender document shall be read as e-PBG/ “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)”.</p>

SECTION V

QUALIFYING REQUIREMENTS

1. ELIGIBILITY CRITERIA

Qualification of the Bidder(s) will be based on their meeting the minimum eligibility criteria specified below regarding the Bidder's General Standards, Technical Experience and Financial eligibility as demonstrated by the Bidder's responses in the corresponding Bid documents.

1.1 GENERAL ELIGIBILITY CRITERIA

The bidder should be an Indian company registered in India meeting the technical and financial eligibility requirement(s) as set forth in this section. Further, Government owned Enterprises registered and incorporated in India are also allowed to participate in this tender. The subsidiary of a foreign company, which is registered in India under Companies Act, 1956 or 2013 prior to the bid submission deadline, is eligible to participate.

In case of registered Companies, the copies of Certificate of Incorporation (CoI), Article of Association (AoA), and Memorandum of Association (MoA) shall be provided along with the bid documents.

The bidders against whom sanction / debarment / blacklisting for conducting business due to "poor performance" or "Corrupt / Fraudulent / Collusive / Coercive practices" or any other reason is imposed by Ministry of New & Renewable Energy (MNRE) / Government of India, are not allowed to participate. Further, neither bidder nor their allied agency (ies) should be on the current or past list of banned agencies by MNRE or SECI.

It shall be the sole responsibility of the bidder to inform Owner in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

The Bidder should not be under any liquidation court receivership or similar proceedings on the due date of submission of bid.

Bids by Consortium/ JV are not allowed for participation under this tender.

The Bid Processing Fees and EMD are exempted for MSME bidders registered under NSIC/ DIC/ Udyog Aadhaar Category only.

Limited Liability Partnerships Firm, Proprietorships Firm, Partnerships Firm, NGOs, Charitable Trusts and Educational Societies are not eligible for participation in this tender. As the Limited Liability Partnerships Firm, Proprietorships Firm, Partnerships Firm, NGOs, Charitable Trusts and Educational Societies in any form are not allowed to participate in the tendering process, hence any such firm/entity having MSME status is also not eligible to participate in the bidding process (either individually or in Joint Venture/ Consortium).

1.2 TECHNICAL ELIGIBILITY CRITERIA

1.2.1 The Bidder should be in the field of providing similar works for not less than 03 Years as on last date of bid submission.

1.2.2 The Bidder should have rendered satisfactory services and successfully executed contracts of “**Similar Works**” in any of the last three years (ending month of March prior to the bid opening). “**Similar Works**” means the services rendered as service provider for the “**Software/ Applications Development in ASP.NET, C#.NET, Microsoft SQL Server, and API Integration**” to the Govt./Autonomous Bodies/PSUs/JVCs of PSUs/Nationalized Banks/Private Organizations/Companies on hiring basis, with duration of service shall be furnished.

(Document Required: Proof of documentation conforming above experience details/Client work order/LOA/PO/WO/Recommendation letter/ Successful Order execution confirmation from client side)

1.2.3 Further,

The Bidder should have successfully completed at least one single similar work order of value of **INR 26,40,000 (Indian Rupees Twenty-Six Lakhs**

Forty Thousand only) or more during any of the last three years i.e. the current financial year and the last three financial years.

Or

The Bidder should have successfully completed at least two similar work orders of value of **INR 16,50,000 (Indian Rupees Sixteen Lakhs Fifty Thousand only)** or more during any of the last three years i.e. the current financial year and the last three financial years.

Or

The Bidder should have successfully completed at least three similar work order of value of **INR 13,20,000 (Indian Rupees Thirteen Lakhs Twenty Thousand only)** or more during any of the last three years i.e. the current financial year and the last three financial years.

1.2.4 Managerial Capability:

- a) Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager.

1.2.5 Agency should have among its clients, reputed institutes/centres or corporate in Public/Private sector, for whom they have been providing the similar services. Names and addresses of such clients along with details regarding nature, amount and period of the contracts should be furnished. Certificates from the clients regarding the quality and duration of service rendered shall also be furnished.

1.2.6 Agency should have registered office of their own in Delhi/NCR and having their own development centre located in Delhi/ NCR Delhi. A self-certification on the letterhead of the Bidder (duly stamped and signed) indicating address and contact details of the concerned is to be submitted along with the bid.

1.2.7 Manpower Strength: Agency must have minimum 10 full-time technical resources in its payroll in the domain of software/ application development with minimum qualification B.E./ B.Tech./ BCA/ MCA as on date. Certificate on Bidder's letterhead (duly stamped and signed) with name, qualification, experience, expertise details is to be submitted along with the bid.

1.2.8 Agency should have the following certifications and must submit the compliance certificates along with the bid:

- a. CMMi DEV/3 or above
- b. ISO/IEC 27001-2013

1.3 FINANCIAL ELIGIBILITY CRITERIA

1.3.1 The Minimum Average Annual Turnover (MAAT) of the Bidder in the last three financial years (i.e. FY 2020-21, 2021-22 & 2022-23) should be **INR 13,20,000 (Indian Rupees Thirteen Lakhs Twenty Thousand only)**.

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

Financial data for latest last three audited financial years have to be submitted by the Bidder in the attached Format in Forms & Formats of the tender document along with audited balance sheets. The financial data in the

prescribed format shall be certified by Chartered Accountant with his/her stamp and signature.

- 1.3.2** The net worth for the last financial year should be positive. “Net Worth” of the Bidder shall be calculated as per Company Act 2013.
- 1.3.3** The bidder should have a minimum Working Capital of **INR 8,25,000/- (Indian Rupees Eight lakhs Twenty-Five Thousand only)** as per the last audited financial statement. If the bidder’s working capital is inadequate, the bidder should supplement this with a letter from the bidder’s bank, having net worth not less than INR 500 Crores, confirming availability of the line of credit for more than or equal to **INR 8,25,000/- (Indian Rupees Eight lakhs Twenty-Five Thousand only)** to meet the working Capital requirement of this particular Project.

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

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

IN CASE ANY DOCUMENT BY A BIDDER IS FOUND TO BE FORGED OR FAKE, OWNER RESERVES ITS RIGHT TO TAKE APPROPRIATE

ACTIONS FOR SUCH MALPRACTICES INCLUDING FOREFEITURE OF EMD AND/ OR BANNING OF BUSINESS/ BLACKLISTING ETC.

SECTION VI

GENERAL CONDITIONS OF CONTRACT (GCC)

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[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 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 **NOTIFICATION** 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.
- TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.24 **WEEK** means a period of any consecutive seven days.
- 1.25 **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 Contract Agreement, and before commencement of work:

- (i) 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.
- (ii) 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. {Only if it is declared / notified by the competent state / central authority / agency (as applicable)},
- 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:

- 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.
- Insufficiency of finances or funds or the agreement becoming onerous to perform including any commercial hardships faced; and
- Non-performance caused by, or connected with, the Affected Party's:
 - o Negligent or intentional acts, errors, or omissions.
 - o Failure to comply with an Indian Law; or
 - o Breach of, or default under this Contract Agreement.
- Normal rainy seasons and monsoon

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 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 supply is 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.
- 9.9 To the extent not prevented by force majeure event, the affected party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

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 Contract Agreement 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 Contract Agreement 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 Owner's Convenience

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

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

- (a) cease all further services, except for such services as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the services already executed.
- (b) terminate all subcontracts, except those to be assigned to the Owner pursuant to paragraph (c) (ii) below
- (c) subject to the payment specified in GPC Sub-Clause 11.1.3,

- (i) deliver to the Owner the parts of the services executed by the Contractor up to the date of termination
- (ii) to the extent legally possible, assign to the Owner all right, title and benefit of the Contractor as of the date of termination, and, as may be required by the Owner, in any subcontracts concluded between the Contractors and its Subcontractor; and

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

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

11.2 Termination for Contractors' Default

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

11.2.2 The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GPC Sub-Clause 11.2:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor

is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or resupply, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt

- (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GPC Clause 11.2.1.
- (c) if the Contractor, in the judgment of the Owner has engaged in Fraud and Corruption in competing for or in executing the Contract.

11.2.3 If the Contractor

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence services promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Owner to proceed
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause

then the Owner may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Owner may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GPC Sub-Clause 11.2.

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

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

11.2.5 The Owner may expel the Contractor, and complete the services itself or by employing any third Party. The Owner may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Owner and with an indemnification by the Owner for all liability including damage or injury to persons arising out of the Owner's use of such services.

11.2.6 Subject to GPC Sub-Clause 11.2.7, the Contractor shall be entitled to be paid the Contract Price attributable to the services executed as of the date of termination. Any sums due the Owner from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

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

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

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

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

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

[D] APPLICABLE LAW AND SETTLEMENT OF DISPUTES

12 Mutual Consultation

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

13 Arbitration

a. Settlement of Dispute

- i. If any dispute or difference or claim occurs between the Owner and the Contractor in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the formation, existence, validity termination or breach, the parties shall seek to resolve any such dispute or difference by mutual consent.
- ii. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to

Arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given.

b. In Case the Contractor Is a Public Sector Enterprise or A Government Department.

- i. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Governmental Departments/ Organizations (other than those related to taxation matters), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE (GM)FTS-1835 dated 22-05-2018, 04.07.2018 and 11.07.2018; and DPE-GM-056i0003/2019-FTSA-10937 dated 20.02.2020 and as amended from time to time.

c. In All Other Cases

- i. In all other cases, any dispute submitted by a party to Arbitration shall be heard by an Arbitration Panel composed of three Arbitrators, in accordance with the provisions set forth below.
- ii. The owner and the Contractor shall each appoint one Arbitrator, and these two Arbitrators shall jointly appoint a third Arbitrator, who shall chair the Arbitration Panel. If the two Arbitrators do not succeed in appointing a third Arbitrator within Thirty (30) days after the later of the two Arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third Arbitrator which shall be the President, Institution of Engineers.
- iii. If one party fails to appoint its Arbitrator within thirty (30) days after the other party has named its Arbitrator, the party which has named an Arbitrator may request the Appointing Authority to appoint the second Arbitrator.

- iv. If for any reason an Arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original Arbitrator. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator (s).
- v. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996 and the rules made thereunder and for the time being in force.
- vi. The venue or arbitration shall be New Delhi.
- vii. The award of the arbitrator shall be final and binding on the parties to this contract.
- viii. The decision of a majority of the Arbitrators (or of the third Arbitrator chairing the Arbitration Panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- ix. The Arbitrator(s) shall give reasoned award.
- x. Notwithstanding any reference to the Arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.
- xi. Cost of arbitration shall be equally shared between the Owner and the Contractor.

- xii. The fees payable to the Arbitrator and the manner of payment of the fees shall be such as may be governed by the Fourth Schedule of the Arbitration and Conciliation Act 1996.
- xiii. The Courts in Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Contract and any award or awards made by Arbitration Tribunal hereunder shall be filed (if so required) in the concerned Courts in Delhi only.
- xiv. The language of the proceedings will be in English.
- xv. This Arbitration Clause shall continue to survive termination, completion, or closure of the Main contract for 120 days thereafter.

14 Jurisdiction

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

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>The Owner / Employer is:</p> <p>Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>Kind Attn.: AGM (C&P) / Sr Manager (C&P) Telephone Nos.: - 0091-(0)11-24666220/ 24666231 Fax No.: - 0091-(0)11-24666220 E-mail: - contracts@seci.co.in</p>
2.	Contract Period (GCC clause 15)	<p><u>Add following to the existing clause's:</u></p> <p>15.1 The successful bidder shall be required to enter into a contract with SECI within one month of the award of contract or within such extended period as may be specified by SECI. The initial contract period is one year, with provision to extend contract for further one year at the same cost & terms and conditions on the basis of satisfactory performance.</p> <p>15.2 The contract period will be reviewed on yearly basis subject to satisfactory performance of the</p>

		<p>resources & bidder. However, if in any case it is found that the services offered are not satisfactory, the SECI may consider termination of the contract and forfeiture of the performance Guarantee.</p> <p>15.3 Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period.</p>
3.	<p>Payment terms (GCC clause 16)</p>	<p><u>Add following to the existing clause's:</u></p> <p>The Payment will be made as per below:</p> <p>16.1 No advance payment will be released against the work order.</p> <p>16.2 The resource(s) cost will be processed monthly as per discovered man- month cost within 30 days from the original invoice received date against performance/ attendance report.</p> <p>16.3 Payment for lump sum charges as per s. no. 1 of price bid format will be processed on quarterly basis within 30 days from the original invoice received date after deducting the applicable penalties (if any) as per SLA defined in this document.</p> <p>16.4 The Penalty will be deducted subject to service level agreement of this document. Payment will be released after deducting the applicable penalties (if any) as per SLA defined in this document.</p> <p>16.5 The successful bidder agrees that SECI to hold or deduct the amount from its invoices, for non-performance or part performance or failure to discharge obligations under the contract.</p> <p>16.6 All out-of-pocket expenses, traveling,</p>

		<p>boarding, and lodging expenses for the entire term of this document and subsequent agreement are included in the amounts quoted and the bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including but not limited to travel, boarding and lodging.</p> <p>16.7 The bidder's request(s) for payment shall be made to SECI in writing (Invoice) accompanied by the monthly performance reports & attendance for which payment is being claimed.</p> <p>16.8 Resource cost per person per day (Man day) is derived proportionately from the resource cost per person per month (man month).</p> <p>16.9 The service provider shall comply with all acts, labour laws or other statutory rules, regulations, byelaws or which might become applicable with regard to the performance of the work included herein or touching this contract but not limited to Minimum Wages Act 1948, Contract Labour (Regulation & Abolition Act 1970, Industrial Dispute Act, 1947, P.F & Misc Provision Acts, Employees State Insurance Act, Employees' Compensation Act, Labour Code, Industrial Relations Code, and other applicable Acts, Rules and Regulations. The contractor shall keep SECI and its officials indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of provision of any Acts, Rules and Regulations as may be applicable from time to time. Action also can be taken under section 406 of the IPC in cases where a Contractor deducts contributions from the wages of his employees but does not pay the same to the ESIC which</p>
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		<p>amounts to criminal breach of trust.</p> <p>16.10 No escalation will be payable on the final quoted price during the validity of the contract (Excluding the statutory variations). The amount of statutory contributions e.g. PF, ESI & BONUS rates, if applicable will also be suitably computed and will be payable by the contractor, with no obligation to SECI.</p> <p>16.11 The contractor has to pay to the deployed resource(s) and maintain necessary records prescribed in the statutes and or as directed by the officer in charge.</p>
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SECTION VIII

FORMS & FORMATS

<u>LIST OF FORMS & FORMAT</u>	
Form No.	Description
Format-I	COVERING LETTER
Format-II	GENERAL PARTICULARS OF THE BIDDER
Format-III	FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY
Format-IV	FORMAT FOR EARNEST MONEY DEPOSIT
Format-V	FINANCIAL PROPOSAL
Format-VI	SCHEDULE OF RATES (SOR)/PRICE BID
Format-VII	TECHNICAL PROPOSAL (NOT APPLICABLE)
Format-VIII	Format for Turnover for last 03 (Three) financial years
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.
Format-XIV	"Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (In lieu of BG towards EMD)" as per 'Form F-14'
Format-XV	"Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (In lieu of BG towards PBG)" as per 'Form F-15'
LIST OF BANKS	

Format-I

Covering Letter

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

Date: _____

Reference No: _____

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

Tel. #:

Fax #:

E-mail address #

To

Solar Energy Corporation of India Limited

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

East Kidwai Nagar, New Delhi- 110023

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

Dear Sir,

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

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

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

13. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as

Successful Bidder, we agree that the same would be treated as a Seller's event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

Format-II

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	Yes No
GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

Format-III

FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY

(To be submitted by successful bidder)

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

Bank Guarantee No.:

Date:

WO/ Contract No.....

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

To:

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

Dear Sir / Madam,

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

(or)

vide notification of award issued on (*insert date of the notification of award*)

.... by you to M/s (*Name of Vendor*) having its Principal place
of business at (*Address of Vendor*) and Registered
Office at (*Registered address of Vendor*)

..... ("the Vendor") concerning
..... (*Indicate brief scope of work*) for the

complete execution of the (*insert name of Package along with name of the Project*)

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

For and on behalf of the Bank

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

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

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

Format-IV**FORMAT FOR EARNEST MONEY DEPOSIT**

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

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for selection of the Project in response to the NIT No. _____ dated ____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the NIT of[insert the name of the Bidder] as per the terms of the NIT, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount]only, on behalf of M/s. _____ [Insert name of the Bidder] .

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

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with NIT]. SECI shall be entitled to invoke this Guarantee till ____ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of this NIT] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For _____[Insert Name of the Bank]____

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Bank Contact Details & E Mail ID is to be provided

Format-V

FINANCIAL PROPOSAL

(On Bidder's letter head)

Bid/NIT .No. _____

Date: _____

From: _____ (*Insert name and address of Company/Vendor/Bidder*)

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 Bid/NIT no. _____ dated _____ for: **Engagement of Agency for Software Development, Support & Maintenance .**

Dear Sir/ Madam,

I/ We, _____ (*Insert Name of the Company/Vendor/Bidder*)
enclose herewith the Financial Proposal for selection of my/our firm/Vendor/Bidder
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

Format-VI

S. No.	Description of Service	Monthly Cost exclusive of taxes	Yearly Cost exclusive of taxes	Yearly GST Value (absolute)	Total Yearly Expenses with GST
0	A	B	C=B*12	D	E=C+D
1	Lump sum monthly charges for comprehensive support & maintenance as per above scope of work defined in this document				
2	Category-1 resource Cost per Person per Month				
3	Category-2 resource Cost per Person per Month				
Total Evaluated Bid Value (TEBV) (E1 + E2 + E3)					

NOTE

- The Bidder has to quote in ETS portal and Submit Financial Document indicating price break up in the prescribed price bid format only.
- The Bidder has to quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.
- Tender with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- The offer should be valid for a period of 180 days from the date of opening of tender, failing which the Limited tender will be liable for rejection.

- e) All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the Price bid format mentioned.
- f) **Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account. Bidder shall quote Service charge for all the work as per the Scope of work and Specifications as defined under this document.**
- g) In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the price bid format.
- h) Payment will be made as mentioned in the payment terms.
- i) Variation in taxes, duties, levies etc. after award of job but within the Time schedule as mentioned in the Tender shall be to the account of SECI. Any variation in taxes, duties, levies etc. beyond Time schedule shall be to BIDDER's account. In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

- j) Bidder confirms that he has noted the contents of the Preamble to the Schedule of Rates, Schedule of Rate, Bid Document and quoted his Prices accordingly without any deviation.

Format-VII

TECHNICAL PROPOSAL

NOT APPLICABLE

Format-VIII

Format for Financial Capability of Bidder
(To be submitted on the Letter Head of the Chartered Accountant)

ANNUAL TURNOVER OF LAST 3 YEARS:

S No	Financial Year	Turnover	Remarks
1	2020-21		
2	2021-22		
3	2022-23		

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

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2022.
- ii) In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable, provided the Bidder provides the detailed Financial Statements certified by the Management of the company.

And

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

And

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth (As mentioned under Annexure to BDS)	

Date:

Signature of Chartered

Seal and Signature of Bidder

Accountant with Seal

Witnesses:

Format-IX

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY COPORATION 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORMAT -X

E-Banking Mandate Form

(To be issued on Bidder letter head)

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

Format-XI

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 “**Engagement of Agency for Software Development, Support & Maintenance**” 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.

Format-XII

POWER OF ATTORNEY

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

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

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

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

Signed by the within named

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

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

Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.

(Signature)

Name.....

Designation

2.

(Signature)

Name.....

Designation

Notes:

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

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

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

Format-XIII

**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

Bid No:

Date:

Sub: Bid for “Engagement of Agency for Software Development, Support & Maintenance”.

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 Bidder/(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:

Format XIV

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF BG TOWARDS EMD)

No.
SECI,

Date
Registered

_____,

Reg: M/s _____ (insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. It is to be noted that M/s _____ (*insert name of the POI issuing Agency*) (**‘IREDA/REC/PFC’**) has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to tender document for **Engagement of Agency for Software Development, Support & Maintenance** have bid for the said tender in response to the Tender No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of [*Insert the*

name of the Bidder] as per the terms of the Tender, the _____ [*Insert name & address of IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI*] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [*Insert EMD amount as per the package capacity quoted in line with the tender document*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions: -
- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from SECI within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the

maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;

- (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the bidder, to make any claim against or any demand against the bidder or to give any notice to the bidder;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the bidder;
 - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,
Yours faithfully
For and on behalf of

M/s. _____
(Name of the POI issuing agency).

()
General Manager (TS)

Copy to:-

M/s. __PP_____

_____ As per their request

()
General Manager (TS)

Format XV

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF PBG)

No.
SECI,

Date
Registered

_____,

Reg: M/s _____ (insert name of the Bidder) (Tender No. _____ (insert project ID issued by SECI) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. It is to be noted that M/s _____ (insert name of the POI issuing Agency) (**‘IREDA/REC/PFC’**) has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as successful Bidder) submitting the response to tender document for **Engagement of Agency for Software Development, Support & Maintenance** have bid for the said tender in response to the Tender No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of[insert the name of the successful bidder] (which expression shall unless repugnant to the context or meaning thereof include its

executors, administrators, successors and assignees) and issuing Letter of Award No _____ to (Insert Name of successful bidder) as per terms of Tender and the same having been accepted by the selected successful bidder for execution of supply [from successful bidder, M/s _____]. As per the terms of the Tender, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the successful bidder].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions:-
 - (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from SECI within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

- (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the successful bidder, to make any claim against or any demand against the successful bidder or to give any notice to the successful bidder;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the successful bidder;
 - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto_____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of

M/s. _____
(Name of the POI issuing agency).

()
General Manager (TS)

Copy to:-

M/s. __PP_____

_____ As per their request

()
General Manager (TS)

List of Banks

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

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

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