



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

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

**Tender**

**For**

**The supply & installation of Desktop Computers with 3-year  
comprehensive on-site warranty at SECI, New Delhi Office**

**Tender No. SECI/C&P/IT/04/2025-28**

**Dated: 20.08.2025**

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# **SECTION I**

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

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



**Tender No: SECI/C&P/IT/04/2025-28**

**Date: 20.08.2025**

Solar Energy Corporation of India Limited (hereinafter called as “SECI” or as “Owner” or as “Buyer”), New Delhi **Invites Bids in Online Mode on GeM (Government e-Marketplace) portal (E-Procurement Mode)** from the eligible Bidders/ Company’s/ Service Providers to participate in the Tender for “The supply & installation of Desktop Computers with 3-year comprehensive on-site warranty at SECI, New Delhi Office”.

***This tender is only reserved for SC/ST or Woman lead MSEs Bidders/Vendors registered under UDYAM registration category only. The Bid submitted by other category MSE bidders or any other general category bidders will be summarily rejected. No other bidders, apart from SC/ST or Woman lead MSEs, are allowed in this tender to participate.***

For the implementation of above-mentioned work/services, Bidders should submit their Techno Commercial & Price Bids/Proposals complete in all respect in **Online** on GeM (<https://www.gem.gov.in>) portal.

**EMD (if applicable)** is to be submitted under **offline mode** in separate sealed covers, super-scribed with “**The supply & installation of Desktop Computers with 3-year comprehensive on-site warranty at SECI, New Delhi Office**” at the following address so as to reach on or before Last date & Time of submission of Bids given in the published GeM Tender document on GeM portal positively to

**Sh. Piyush Raote, Senior Engineer (C&P)**

**Solar Energy Corporation of India Limited  
6th Floor, Plate-B, NBCC Office Block Tower-2,  
East Kidwai Nagar, New Delhi-110023  
Contact No. : 011-24666-397;**

**E-mail: [piyush.raote@seci.co.in](mailto:piyush.raote@seci.co.in);[contracts@seci.co.in](mailto:contracts@seci.co.in)**

Bidders also have the option of submitting the EMD through online mode to SECI through NEFT/RTGS, complete bank details of which are available at SECI's website at [www.seci.co.in](http://www.seci.co.in). However, the remittance copy of such online transaction needs to be submitted along with the Techno Commercial bid.

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

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

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

For proper uploading of the bids on the portal namely <https://www.gem.gov.in> (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting GeM Help-desk directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Owner in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

3. 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.
4. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on GeM Portal at <https://www.gem.gov.in> and as indicated in the Bid Information Sheet.
5. Bidder shall submit bid proposal along with non-refundable Earnest Money Deposit (EMD) if applicable in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Earnest Money Deposit (EMD, if applicable) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
6. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from GeM portal at <https://www.gem.gov.in>. It is mandatory to download official copy of Tender Document from GeM Portal to participate

in the Tender. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on GeM portal only. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above-mentioned GeM Portal. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on GeM Portal shall prevail.**

7. Bidder selected shall be responsible for the performance of the following scope of work (more detailed in this tender document):  
  
“The supply & installation of Desktop Computers with 3-year comprehensive on-site warranty at SECI, New Delhi Office ”
8. Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of the GeM Order/ Notification of Award (NOA)/ Letter of Intent (LOI)/ Letter of Award (LOA)/Contract Agreement by the Owner.
9. 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.

### **DISCLAIMER**

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 Ten (10) 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	The supply & installation of Desktop Computers with 3-year comprehensive on-site warranty at SECI, New Delhi Office.  <u><i>Special Note: This tender is only reserved for SC/ST or Woman lead MSEs Bidders/Vendors registered under UDYAM registration category only. The Bid submitted by other category MSE bidders or any other general category bidders will be summarily rejected. No other bidders, apart from SC/ST or Woman lead MSEs, are allowed in this tender to participate.</i></u>					
2	Tender No. & Date	Tender No: SECI/C&P/IT/04/2025-28 dated 20.08.2025					
3	Source of Funds	Employer/Owner 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	<table><tr><td>Single Bid System</td><td></td></tr><tr><td>Two Bid System</td><td>Yes</td></tr></table>	Single Bid System		Two Bid System	Yes	
Single Bid System							
Two Bid System	Yes						

6	JV/Consortium	NOT ALLOWED					
7	Number of Bids per Bidder	01					
8	Cost of Bidding Documents	Free of cost					
9	Bid Validity	180 days					
10	Bid Currency	INR					
11	Tender Processing Fee (NON-REFUNDABLE)	<table><tr><td>APPLICABLE</td><td></td></tr><tr><td>NOT APPLICABLE</td><td>Yes</td></tr></table>		APPLICABLE		NOT APPLICABLE	Yes
APPLICABLE							
NOT APPLICABLE	Yes						
12	Earnest Money Deposit (EMD)	<table><tr><td>APPLICABLE</td><td></td></tr><tr><td>NOT APPLICABLE</td><td>Yes</td></tr></table>		APPLICABLE		NOT APPLICABLE	Yes
APPLICABLE							
NOT APPLICABLE	Yes						
13	Contract Performance Security	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>		APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes						
NOT APPLICABLE							
14	Date, Time & Venue of Pre-Bid Meeting	A Pre-Bid/clarification Meeting conference shall be held as per notification on SECI's website <a href="http://www.seci.co.in">www.seci.co.in</a> which will be conducted Online/Offline 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.					
15	Last date & Time of	As per the date & time given in the published GeM Tender document on GeM portal.					

	<b>Submission of Bids</b>	
<b>16</b>	<b>Opening of Techno Commercial Bids</b>	As per the date & time given in the published GeM Tender document on GeM portal.
<b>17</b>	<b>Financial Bid Opening</b>	To be intimated after the shortlisting of Techno Commercial Bids by GeM (by default, as applicable) and further, no separate intimation will be issued.
<b>18</b>	<b>e-Reverse Auction</b>	As per the date & time on GeM portal.
<b>18</b>	<b>Name, Designation, Address and other details (For Submission of Response to NIT)</b>	<p style="text-align: center;"><b>Sh. Piyush Raote</b> <b>Sr. Engineer (C&amp;P)</b></p> <p style="text-align: center;"><b>Solar Energy Corporation of India Limited</b> <b>6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2,</b> <b>East Kidwai Nagar, New Delhi-110023</b> <b>Contact No.: 011-24666-397</b> <b>E-mail: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>; <a href="mailto:piyush.raote@seci.co.in">piyush.raote@seci.co.in</a></b></p>
<b>19</b>	<b>Details of persons to be contacted in case of any assistance required</b>	<p>1) Sh. Deepak Mittal Sr Manager (IT) Ph: 011-24666-304/315</p> <p>2) Sh. Sandeep Kumar Dy General Manager (C&amp;P) Ph: 011-24666-231</p>
<b>20</b>	<b>CONTACT DETAILS OF GeM</b>	<p>Contact Person: GeM Help-desk Toll Free Numbers: 1800-419-3436, 1800-102-3436 Email: helpdesk-gem@gov.in</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 GeM Portal (<https://www.gem.gov.in>) and submit their Bid complete in all respect as per terms & conditions 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 GeM 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 GeM Portal (<https://www.gem.gov.in>) and/ or SECI website ([www.seci.co.in](http://www.seci.co.in)) only.

## **SECTION II**

# **SCOPE OF WORK / TECHNICAL SPECIFICATION**

## **1. INTRODUCTION**

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion, and commercialization of solar energy and hybrid technologies in the country.
- 1.2 The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must be furnished. Failure to provide the information and/ or documents as required may render the bid unacceptable.
- 1.3 The Bidders shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all work he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

## **2. SCOPE OF WORK**

- 2.1 Solar Energy Corporation of India Limited (SECI) shall procure **103 number of Computer Desktops** for SECI Office at New Delhi Location in line with the terms & conditions of this tender.
- 2.2 The overall scope of work will include the supply & installation of Desktop Computers with a 3-year comprehensive on-site warranty.

**2.3 The detailed technical specifications of the Computer Desktops to be supplied and installed is brought out as follows:**

<b>Technical Specification</b>	<b>Minimum Specification Requirement</b>
Make	HP/ Dell/ Acer/ Lenovo
Form Factor	Tower
Processor Generation	14th Generation or latest
Processor	Intel Core i5 or higher (8 core or higher, 20MB cache or higher, 2.5 GHz or higher)
Chipset Series	Intel H or Q
Memory (RAM)	16 GB DDR5 or higher, Memory expandability up to 64 GB with 2 DIMM Slots
Total SSD Capacity	1TB or higher
Graphics Type	Integrated UHD Graphics with processor
Keyboard	USB Wired, Standard with rupee symbol (same make PC)
Mouse	USB Wired, Optical Mouse with Scroll (Same make as PC)
Operation System	Factory Preloaded with Microsoft Windows 11 Professional with OEM recovery or latest
USB Ports (minimum)	2 Ports of 10Gbps and 4 Ports of 5Gbps or better in front.
Power Supply	180 W with 90% efficiency or better
Network Interface Card (Ethernet Connectivity)	On-board 10/100/1000 Mbps or better
Monitor/Display	23.8 inch or higher with inbuilt FHD Webcam, Microphone and Dual Speakers, HDMI Port (Same OEM as desktop)
Display Type	Non-Touch

Resolution	1920 x 1080 FHD or better
Ports (minimum)	1 HDMI, 1 DP, 1 RJ 45, 1 Headphone-out, 1 Microphone-in, 1 Type C or better
Wireless	WiFi 6 or better and Bluetooth 5.3 or better
Certifications for Desktop Computer	EPEAT India Registered, RoHS, Energy Star 8.0, TCO Certification for Monitor, BIS registration under CRS of MeitY, ISO 9001, 14001, 20001, 27001 for OEM, FCC, UL, CE
On-Site OEM Warranty	3 Years

Note:

1. Certifications mentioned above in the technical specifications should be submitted along with the technical bid.
2. Proposed/quoted product of desktop computers should be available on the website of the OEM, and the bidder must submit the relevant link along with the technical bid.
3. Enclose full technical details of the quoted product(s), including specifications, with make and model.

2.4 The total quantity of 103 desktop computers shall be procured in the following two phases:

- Phase 1: The successful bidder shall supply and install **62 desktop computers (60% of the total quantity)** at the SECI office. The delivery and installation of desktops under Phase 1 shall be completed within 30 days from the date of issuance of the order for Phase 1.
- Phase 2: The remaining **41 desktop computers (40% of the total quantity)** shall be supplied and installed by the successful bidder after the issuance of a separate instructions for Phase 2. The instructions for Phase 2 shall be issued within six months from the date of the Phase 1 order, and the delivery and installation under Phase 2 shall also be completed within 30 days from the date of issuance of the Phase 2 delivery instructions.



Note: - The bidder shall ensure that the same make and model is supplied in both phases to maintain standardisation across all procured systems.

- 2.5 The bidder shall also provide any additional item required for installation/ functioning/ execution of the contract. No extra cost will be paid by SECI for such additional items.
- 2.6 It will also include service for parts and free telephone support 24 x 7. The bidder will produce documentary proof or on OEM website of having 3 years onsite comprehensive OEM warranty for the supplied desktop computers.
- 2.7 The bidder should not provide End-of-Life, End-of-Sale and End-of-Support products as on the date of bid submission.
- 2.8 Delivery and installation should be done at the office of SECI at:

**Solar Energy Corporation of India Ltd.  
6th Floor, Plate-B  
NBCC Office Block Tower-2  
and 1st Floor, NBCC Office Block Tower-4  
East Kidwai Nagar, New Delhi-110023**

- 2.9 The bidder shall provide comprehensive training to SECI's IT staff, including hands-on instruction on installation, configuration, and maintenance procedures. This training should also include the provision of detailed user manuals and all necessary documentation.
- 2.10 Supply and Installation with three years onsite comprehensive OEM warranty will also be applicable at the New Office Premises of SECI at the World Trade Center, Nauroji Nagar, New Delhi along with the existing office premises of SECI at NBCC Office Block Tower-2 and Block Tower-4, East Kidwai Nagar, New Delhi.

## **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.gem.gov.in>, bid opening, evaluation and on contract award. This Section (Section - III) contains provisions that are to be used unchanged, 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).

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**

**VOID**

**[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 : 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 GeM Portal <https://www.gem.gov.in> and/ or Employer’s website [www.seci.co.in](http://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 GeM Portal <https://www.gem.gov.in> and/ or

Employer’s website [www.seci.co.in](http://www.seci.co.in). Bidders must consider all such addendum/ corrigendum before submitting their bid.

- 7.3 The 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 Soft Copy**

Online documents/Soft copy of the bid shall comprise of following documents to be uploaded on the GeM portal <https://www.gem.gov.in> 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. General particulars of the Bidder as per the Format II
- III. Contract Performance Security as per the Format III, if applicable
- IV. Financial Proposal as per Format IV
- V. Technical Proposal as per Format V
- VI. No Deviation Confirmation as per Format VI
- VII. E-Banking Mandate Form as per Format VII
- VIII. Power of Attorney as per Format IX and Board Resolution as per format VIII for such authorization.
- IX. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format X
- X. Copy of GST registration No, PAN Card, Income Tax Registration.
- XI. An Affidavit that the bidder has not been blacklisted by MNRE or SECI as on the date of invitation of the bid.
- XII. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- XIII. A self- certification regarding having office of their own in Delhi/NCR on the letterhead of the Agency (duly stamped and signed) indicating address and contact details.
- XIV. OEM Manufacturer Authorization Form (MAF) to be submitted by the Bidder along with the Bid for the quoted products along with the minimum technical specification compliance document.

**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 GEM portal, shall be duly filled. “Termed as **ELECTRONIC FORM**”. Bidder must quote the **Total Billing Amount (inclusive of Goods & Service Tax, GST)** in the Electronic Form of the bid for Second Envelope (Price - Part), as available on the GEM portal.

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

**(As Per Format – XIII)**

**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 'Account payee Demand Draft, Banker's Cheque, Fixed Deposit Receipt or Bank Guarantee (Including e-Bank Guarantee) in favor of “**Solar Energy Corporation of India limited, New Delhi payable at New Delhi**”. 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-VII 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 This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

## **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 Conditions of the Contract. The Contract Performance Security shall be in the form of 'Account payee Demand Draft, Banker's Cheque, Fixed Deposit Receipt or Bank Guarantee (Including e-Bank Guarantee) in favor of "Solar Energy Corporation of India limited, New Delhi payable at New Delhi and shall be in the currency of the Contract and will be issued in the name of the Owner as specified in the BDS. The Contract Performance Security shall be for an amount equal to specified in Bid Data Sheet 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 Bid Data Sheet.

15.2 Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Section - VII, 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 Bid Data Sheet.

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 Bid Data Sheet 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 GeM 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 Bid
- 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-VII in Section-VII, 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:

<b>Offline Tender Document for “Supply &amp; installation of Desktop Computers with a 3-year comprehensive on-site warranty at SECI, New Delhi Office”</b>	
<b>Tender Document No.</b>	<b>(Enter Bid No &amp; Date given in published bid document)</b>
<b>Last Date of Submission</b>	
<b>Bids Submitted by</b>	<b>(Enter Full name and address of the Bidder)</b>
<b>Authorized Signatory</b>	<b>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</b>
<b>Bid Submitted to</b>	<b>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</b>

- 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 GeM portal <https://www.gem.gov.in> and/ or Employer’s website [www.seci.co.in](http://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.

**The bidder has to qualify the mandatory general, technical and financial qualifying requirements as laid down in the tender document in order to be eligible for further evaluation process of selection on L1 basis of the total cost quoted in the price bid/SOR.**

### **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 be construed to determine the relative ranking amongst the Bidders, or the successful 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 In case only single offer is received, SECI at its sole discretion may take appropriate actions for further process.

### **31.4 Selection of Successful Service Provider/Vendor:**

After the evaluation of the Second Envelope, the reverse auction for the total number of Desktop Computers shall be conducted on the GeM portal, on the day as intimated by SECI to the eligible bidders.

The total number of eligible bidders for the reverse auction shall be as per H-1 (bidder quoting the highest Price) elimination rule of GeM GTC.

The Bidder quoting the lowest Price (L-1 Price) after the e-Reverse Auction (e-RA) will be identified and shall be declared as the Successful Bidder.

In case of a tie among two or more Bidders, the provisions of GeM for the selection of Successful Bidder will be applicable.

## **[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 In case 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. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES**

- 35.1 Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I along with this ITB document.

- 35.2 Annexure-I deliberates in detail all consequences pertaining to clause no. 36.

**35.3 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.

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

1. From time to time, the Government of India lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.
2. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.
3. To reduce the transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit, adopting e-procurement to bring transparency in contract process. However, exemption from paying Performance Bank Guarantee is not covered under the policy.
4. Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE firm/suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies.
5. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE and such MSE shall be allowed to supply up to 25 (twenty-five) per cent of total contract value. The 25(twenty-five) per cent quantity is to be distributed

proportionately among these Bidder, in case there are more than one MSEs within such price band.

6. Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (04) per cent s reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and three (03) percent is reserved for MSEs owned by women entrepreneur (if they participate in the contract process and match the L1 price).However, in event of failure of such MSEs to participate in contract process or meet contract requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (03) percent earmarked to women entrepreneur will be met from other MSEs. MSEs would be treated as owned by SC/ ST entrepreneurs:
  - a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
  - b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
  - c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
7. If subcontract is given to MSEs, it will be considered as procurement from MSEs.
8. In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total contract value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
9. To develop MSE vendors so as to achieve their targets for MSEs procurement, Central, the Procuring entity shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal.

10. The procurement of Goods and Services from Micro & Small Enterprises shall be as per the Government policy as amended from time to time. The intent should be to have enabling provisions for maximum participation.

As an initiative of Government of India & RBI towards Make in India, Skill India & Financial Inclusion, to provide a platform for bill discounting for MSME vendors, SECI has entered into an association / agreement with following 3 (three) financial institutions:

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. A Treds, a joint-venture between Axis Bank and Mjunction Services; and
3. Mynd Solution which runs M1 Exchange

MSME vendors can register on a digital platform which connects MSME Service Providers and their Buyers to multiple financiers. It enables MSME Service Providers, under an efficient & transparent bidding mechanism, to sell their invoices to financiers, thus unlocking working capital / generating liquidity quickly, without impacting their relationship with Buyers.

### **37. RISK OF REJECTION**

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

### **38. INCOME TAX & CORPORATE TAX**

38.1 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.

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

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

### **38.4 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.

### **39. PREFERENCE TO MAKE IN INDIA**

To encourage ‘Make in India’ and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. In procurement of all goods, services or works in respect of which the MNRE has communicated that there is sufficient local capacity and local competition, only ‘Class-I local supplier’, shall be eligible to bid irrespective of purchase value. Only ‘Class-I local supplier’ and ‘Class-II local supplier’, shall be eligible to bid in procurements, except when Global tender enquiry has been issued. In global tender enquiries, ‘Non-local suppliers’ shall also be eligible to bid along with ‘Class-I local suppliers’ and ‘Class-II local suppliers. In procurement of all goods, services or works, not covered above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

### **40. CONSIDERATION OF ABNORMALLY LOW BIDS**



An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder/Bidder to perform the empanelment/contract at the offered price (Wherever applicable). Procuring Entity may in such cases seek written clarifications from the Bidder/ Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Bidder/ Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would be automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of bid document so as to have a safeguard against the submission of abnormally low bid from the Bidder.

In the case of predatory pricing as well, procuring entities may refer to the above consideration of Abnormally Low Bids to assist themselves in finalization of tender.

In the circumstances to ask for Additional Security Deposit/ Bank Guarantee (BG) in case of ALBs, the extra BG amount should be decided on the basis of the range defined below:

<b>% Difference between L1 and L2 Bid Value post Financial Evaluation and e Reverse Auction (if applicable)</b>	<b>Extra BG amount</b>
More than 25% but Less than 50%	25% of the original BG amount
More than 50% but Less than 75%	50% of the original BG amount
More than 75%	75% of the original BG amount

However, in all the above-mentioned cases the extra BG amount must not surpass the actual / original BG amount submitted by the Bidder while submitting the bid.

#### **41. CONFLICT OF INTEREST**

A Bidder shall not have conflict of interest with other Bidder. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. The Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular Tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal.



g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/ common business/ management units in same/ similar line of business.

#### **42. CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (CIPP)**

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the Procuring Entity and the Bidder/suppliers must abide by the following Code of Integrity for Public Procurement (CIPP). The Bidder/suppliers should be asked to sign a declaration about abiding by a Code of Integrity/Integrity Pact for Public Procurement in registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered firm/suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

#### **43. DEBARMENT OF BIDDER**

43.1 Registration of Bidder and their eligibility to participate in Procurement Entity’s procurements is subject to compliance with Code of Integrity for Public Procurement and good performance in contracts. barment from Bidding. Further, A Bidder shall be debarred if he has been convicted of an offence-

- i. 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 in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
- iii. The 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.
- iv. The Bidder shall not be debarred unless such Bidder has been given a reasonable opportunity to represent against such debarment

## **43.2 Definitions**

- a) Firm: The term 'Firm' or 'Bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
- b) Allied firm: All concerns which come within the sphere of effective influence of the debarred firm shall be treated as allied firm. In determining this, the following factors may be taken into consideration:
  - 1. Whether the management is common;
  - 2. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
  - 3. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
  - 4. Directly or indirectly controls, or is controlled by or is under common control with another Bidder.

5. All successor firm will also be considered as allied firm.

The terms “banning of firm”, ‘suspension’, ‘Black-Listing’ etc. convey the same meaning as of “Debarment”.

**43.3** Orders for Debarment of a firm(s) shall be passed keeping in view of the following:

- i) A Bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
- ii) Firm will be debarred if it is determined that the Bidder has breached the code of integrity.
- iii) A Bidder can also be debarred for any actions or omissions by the Bidder other than violation of code of integrity, which in the opinion of the Procuring Entity, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide “Bid Securing Declaration (if applicable)” etc.
- iv) It will only be applicable to all the attached/ subordinate offices of the procuring Entity/SECI issuing the debarment Order.
- v) The procuring Entity/SECI before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
- vi) procuring Entity/SECI that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same.
- vii) The procuring Entity/SECI will maintain list of debarred firm, which will also be displayed on its website.

viii) Debarment is an executive function and should not be allocated to Vigilance Department.

ix) It is possible that the firm may be debarred concurrently by more than one Ministry/Department. Ministries/ Departments at their option may also delegate powers to debar Bidder to their CPSUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for are to be kept in mind. Debarment by such bodies like CPSUs etc. shall be applicable only for the procurements made by such bodies. Similarly, Government e-Marketplace (GeM) can also debar Bidder up to two years on its portal. In case of debarments, revocation of the debarment orders before expiry of debarred period should be done only with the approval of the CMD/MD.

#### **43.4 Other Provisions:**

i) No contract of any kind whatsoever shall be placed to debarred firm including its allied firm after the issue of a debarment order. Bids from only such firm shall be considered for placement of contract, which are neither debarred on the date of opening of Tender bid nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firm.

ii) If case, any debar firm has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firm shall be returned to them.

iii) Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.

iv) The Debarment shall be automatically extended to all its allied firm. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the “Debarment Order”.

v) Debarment in any manner does not impact any other contractual or other legal rights of the procuring entity.

vi) The period of debarment shall start from the date of issue of debarment order.

vii) The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

viii) Ordinarily, the period of debarment should not be less than six months.

ix) In case of shortage of firm/suppliers in a particular group, such debarments may also hurt the interest of procuring entity. In such cases, endeavour should be to pragmatically analyze the circumstances, try to reform the firm/supplier and may get a written commitment from the firm/supplier that its performance will improve.

#### **44. CUSTOM DUTY ON IMPORTED GOODS**

On imported goods, the tenderers shall also specify separately the total amount of custom duty included in the quoted price. The tenderers should also indicate correctly the rate of custom duty applicable for the goods in question and the corresponding Indian customs tariff number. Where customs duty is payable, the contract should clearly stipulate the quantum of duty payable, and so on, in unambiguous terms. The standard clauses to be utilised for this purpose are to be incorporated in the tender enquiry documents. Any import of materials directly from the supplier or manufacturer should be in the name of Procuring Entity. In this regard, all formalities will be completed by Procuring Entity engaging a Custom House Agent (CHA) and payment in this regard will be borne by Procuring Entity.

The Government has allowed exemption from payment of customs duty on certain types of goods for use by the following organisations:

- i) Scientific and technical instruments imported by research institutes;
- ii) Hospital equipment imported by Government hospitals; and
- iii) Consumable goods imported by a public-funded research institution or a university.

iv) Multilateral Funded Projects Ex World Bank Projects.

#### **45. Change in Law/GST and imposition of new Taxes & Duties as specified under the tender document**

During the course of evaluation, prior or post award of contract, it may happen that the rate of GST changes or new taxes or duties are introduced by the Government, then treatment of same will be done in accordance with the “Change in Law” provisions as mentioned under the tender document, with due consideration on:

- a. The analysis shall be kept limited to the items for which taxes and duties are payable/ reimbursable to the Contractor in line with the provisions of the Bidding Documents.
- b. The price evaluation for the arrival of Lowest (L1) qualified bidder & accordingly the recommendation of award will be based on the lowest total price inclusive of Basic price & GST as quoted by the bidder. The GST/any other tax (if applicable) will be reimbursed to the bidder during project execution billing as per the provisions of the tender document.

#### **46. Issues On Banking Instruments e.g. Bank Guarantee**

##### **46.1 EMD/ Bid Security/ Bid Guarantee**

46.1.1 The bid security may be obtained in the form of account payee demand draft, fixed deposit receipt, or banker's cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the SECI's interest in all respects. In some cases, the EMD/Bid Security/Bid Guarantee which are submitted in the form of Bank Guarantee have its contents deviating from that given in the bidding documents. While such a Bank Guarantee, with value and validity different from that prescribed, may not be acceptable, it would not be prudent to reject a Bank Guarantee with changed text but otherwise meeting the intent and purpose, as well as other important parameters such as value and validity etc. Accordingly, such cases need to be dealt with as described below.

46.1.2 The Bank Guarantee shall not be accepted and the bid shall be treated as non-responsive, if:

- (i) The name of the project along with the Specification/RfS/ NIT Number, mentioned in the BG is different from the project for which bids have been invited.
- (ii) The firm/organization, on whose behalf the Bank Guarantee has been furnished, is different from the bidder.
- (iii) The Bank Guarantee is not of the prescribed value. However, in cases where the Bank Guarantee is in a currency other than that in which the bid guarantee amount has been mentioned, the shortfall, if any, up to 1% of the prescribed value (either in Dollars/Euro/ Indian Rupees) on account of discrepancy in exchange rate variation, shall be acceptable.
- (iv) The validity of the Bank Guarantee is less than the stipulated period. However, the shortfall, if any, up to a period of seven (07) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable:

If bidder has submitted the BG with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, it is valid for more than two months from the actual date of bid submission and Bidder submits the BG extension for the requisite period within seven days from the date of clarifications sought by SECI from the bidder during bid evaluation, if required.

46.1.3 Notwithstanding the generality of para 47.1.2 above, the acceptance of the Bank Guarantee (BG) towards Bid Security shall also be considered based on the following:

- (i) It shall be acceptable if the Stamp Paper used for the Bank Guarantee is purchased either in the name of the Issuing Bank or the Bidder (Lead partners of the Joint Venture in case of JV bidder). BG validity extension shall also be required to be executed on stamp paper.



(ii) If the text of the BG is at variance from that of the format given in the bidding documents, the BG shall not be rejected merely on that ground. If required, it shall be examined in consultation with the Legal Department to ascertain whether it meets the required intent and purpose of bid security. If the BG is found to meet the intent and purpose of bid security despite the variance in text, or the variance is such that it is unlikely to have any impact in foreseeable future if the situation warrants encashment of BG, the Bank Guarantee shall be accepted.

(iii) In case contradictions/ inconsistencies are observed in the value, validity, name of the beneficiary, name of the bank etc. at different places of the Bank Guarantee in the fillable part except in the Limitation of Liability para added by the issuing Bank, and/ or contradictions in the value indicated in figures and words, provided further that at least at one place the mentioned details match with the specified requirement, a confirmation from the issuing Bank shall be taken, in consultation with the Law/Finance Department, to ascertain whether the Bank Guarantee shall be honoured by the Bank in the event of encashment, for the requisite amount/ within requisite validity. If the Bank’s confirmation is affirmative, whether by way of clarification or amendment to the Bank Guarantee, such Bank Guarantees shall be accepted as valid.

(iv) If details SFMS (Structured Financial Messaging System) has been provided for creation (within the stipulated time) of BG, in favour of SECI or as specified in the bid documents, same be accepted as timely submission. However, details be verified with the concerned banks.

46.1.4 In general, the specified amount of EMD shall be 2% -5% of the estimated cost or otherwise as per tender condition, for contracts to be awarded, however, keeping in view the nature of procurement/ bidder’s profile and other relevant factors, the value of required EMD may either be reduced or the requirement may be waived off in specific cases.

46.1.5 After the recommendations for award of a particular project are approved by the Competent Authority, the Earnest Money Deposit/ Bid Security/ Bid Guarantee (hereinafter referred to as ‘EMD’) of all the bidders, except



the recommended bidder shall be returned promptly. L1 bidder EMD will be returned to respective SPD within 30 days from the verification of submitted Performance security from respective bank.

46.1.6 In case of Single Stage Two Envelope Bidding Procedure, the EMD of those bidders whose bids have been found to be non-responsive shall also be returned along with the unopened Price Bids (Archived in case of e-Bidding ), after approval of the First Envelope Bid Evaluation Report.

46.1.7 The EMD of the recommended bidder, which has been retained as brought out at paras above, shall be returned promptly after the acceptance of the Contract Performance Guarantee submitted by the successful bidder to whom the Contract has been awarded.

46.1.8 In exceptional cases, in place of a Bid security, Procuring Entities after seeking approval of the competent authority may consider asking Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be suspended for the period of time specified in the request for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with the procuring entity

46.1.9 In appropriate cases, Submission of the bid security may be waived with the Competent Authority’s (CA’s) approval, especially in the case of indigenisation/development tenders, limited tenders and procurements directly from the manufacturer or authorised agents.

#### **47. Post Tender Negotiations**

There shall normally be no post-tender negotiations. Negotiations shall be carried out only in special circumstances and that too with L-1 bidder in line with Manual for Procurement of Goods/CVC / management guidelines issued from time to time.

Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable bidder (L1), who is techno-commercially responsive for the

supply of a bulk quantity and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates.

The circumstances where negotiations may be considered could be:

- a) Where the procurement is done on nomination basis;
- b) Procurement is from single or limited sources;
- c) Procurements where there is suspicion of cartel formation which should be recorded; and
- d) Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process. The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority based on the recommendations of the TEC. Convincing reasons must be recorded by the authority recommending negotiations. The CA should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite timeframe should be indicated.

Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers. For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation.

However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.

After the CA has decided to call a specific bidder for negotiation, the following procedure should be adopted:

- a) It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;
- b) The tenderer to be called in for negotiations should be addressed as per the format of letter, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;
- c) Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations. The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be considered. In case a bidder does not submit the revised bid, its original bid shall be considered.

**48. Issues on Annulment of Bidding Process, Snap Bidding/ Re-Tendering/ E-Reverse Auction**

- 48.1 Bidding document shall contain a provision that SECI reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same has been received, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground of SECI's action. Annulment may be done due to higher prices for unexplainable reasons, cartel formation or such aspects. Similarly, the bidding document shall also contain a provision for e-RA.

There are a number of situations where the evaluation committee may not make a recommendation for the award of a contract. Management/Competent Authority may also specify grounds for mandatory cancellation.

In this case, the management recommends, the cancellation of the Tender process or sets out the mandatory grounds for cancellation. It will then be

up to the Competent Authority to decide, on the basis of the circumstances of the case how to proceed.

The Procuring Entity may cancel the process of procurement or rejecting all bids at any time before intimating acceptance of successful bid under circumstances mentioned below. In case where responsive bids are available, the aim should be to finalise the tender by taking mitigating measures even in the conditions described below. If it is decided to rebid the tender, the justification should balance the perceived risks in finalisation of tender (marginally higher rates) against the certainty of resultant delays, cost escalations, loss of transparency in re-invited tender. After such decision, all participating bidders would be informed and bids if not opened would not be opened and in case of manual tenders be returned unopened:

- a) If the quantity and quality of requirements have changed substantially or there is an un-rectifiable infirmity in the bidding process;
- b) when none of the tenders is substantially responsive to the requirements of the Procurement Documents;
- c) none of the technical Proposals meets the minimum technical qualifying score;
- d) If effective competition is lacking. However, lack of competition shall not be determined solely on the basis of the number of Bidders.
- e) the Bids’/Proposals’ prices are substantially higher than the updated cost estimate or available budget;
- f) If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall re-tender the case.
- g) No bids received or adequate competition not available.
- h) None of the bids received has been found to be compliant

- i) Prices quoted by bidders are abnormally high or abnormally low
- j) None of the bids when using the open channel satisfies the set selection criteria of eligibility.
- k) Irregularities occurred during the process of evaluation of bids.

Approval for re-tendering should be accorded by the CA after recording the reasons/proper justification in writing. The decision of the procuring entity to cancel the procurement and reasons for such a decision shall be immediately communicated to all bidders that participated in the procurement process. Before retendering, the procuring entity is first to check whether, while floating/issuing the enquiry, all necessary requirements and formalities such as standard conditions, industry friendly qualification criteria, and technical and commercial terms, wide publicity, sufficient time for bidding, and so on, were fulfilled. If not, a fresh enquiry is to be issued after rectifying the deficiencies.

48.2 In case, circumstances warrant annulment of bidding process before the deadline for bid submission/opening of bids, a ‘general notification’ to this effect shall be issued on the Procurement Portal/SECI’s website. The decision of annulment shall also be intimated to the bidders through online/offline mode, as the case may be. The bids, if any, received by that time shall also be returned. However, once the bids are opened (Techno-Commercial and/or Price part), the recourse under this provision to reject all the bids shall be opted as a last resort, recording adequate justification for such action. In all cases such annulment shall be done with the approval of Competent Authority for award of Contract. However in cases where the Competent Authority for award of contracts is the Committee of Directors / Committee on Award of Contracts/ Board of Directors, the annulment shall be done with the approval of MD/CMD.

48.3 Rejection of any or all the bids, for reasons whatsoever, shall be with the approval of the authority competent to award the particular package. However, if the approval of award falls within the powers of sub-committee/ Board of directors, the rejection of bids shall be with the approval of MD/CMD. The proposal for annulment of bidding, after the bids are opened,

shall be processed by the tender committee through Contracts, Indenting and Finance Depts., for the approval of the Competent Authority.

48.4 Once all the bids are rejected for reasons of lack of competition or higher prices, the project/ technical specification/ QR etc. may be reviewed by the Indenting Dept., as appropriate and the same may be suitably modified.

48.5 If fresh bids are invited based on the same bidding process, maintaining the prices of the bids as ceiling prices where prices are already open, the same shall be termed as Snap bidding. Snap bids can be invited from all those parties who had submitted their bids, with the provision that all the unit prices to be quoted in the revised bid cannot be higher than what were quoted in the original bid. If the unit price quoted in the revised bid are higher than what were quoted in initial bid, such bids shall be treated non-responsive and shall be rejected.

48.6 e-RA shall in general be conducted as per the guidelines in place. However, in case situation so warrants, e- RA may also be conducted in other cases if so directed by the Competent Authority for award of the Contract for justified reasons.

48.7 Notwithstanding anything mentioned in the RfS/bid documents, in case of annulment/cancellation of bids subsequent to the last date of bid submission, all the opened/unopened bids submitted by the bidders in response to the said tender shall be returned by SECI, including the amounts submitted against EMD and bid processing fee (without interest). In case of a tender comprising both offline and online bid submission, in the event a bidder submits the offline bid but fails to submit the online bid within the bid submission deadline, the EMD shall be returned to the respective bidder.

Further, in the event of rebidding of an annulled / cancelled bid, being conducted by SECI, the bidders who have already submitted cost of RfS documents shall not be required to re-submit the amount against cost of RfS document, provided that the bidding company or its Affiliate participates in the rebidding process.

#### **49. Issues on Eligibility/Ineligibility of Firms for Participation in the Bidding Process**

49.1 In case a bidder fails to honour its bids, after emerging as successful bidder in two or more cases within a period of one year, bids from such bidder for



any of the ongoing projects or for future projects with originally scheduled date of bid opening falling within a period of one year, shall not be considered for acceptance and shall be treated as deemed non-responsive. The period of one year shall be reckoned from the incidence of first such event. Contracts & Procurement Department will keep a record of all such cases so as to present whenever required.

49.2 Any bid submitted by a bidder having Conflict of Interest, as defined in the Bidding Documents, shall be considered non-responsive.

## **50. Debriefing**

50.1 Under Single Stage Two Envelope Bidding, all the bidders whose First Envelope bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection before the opening of Second Envelope bids.

50.2 Under Single Stage Single Envelope Bidding, all the bidders whose bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection after award of Contract for the particular package.

50.3 Under Two Stage Bidding, all the bidders whose First Stage bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection before the inviting of Second Stage Bids.

## **51. Grievance Redressal Mechanism/Complaint Handling System**

51.1 Any firm being aggrieved by any decision, action or omission by SECI during the procurement process may make an application against such grievances in writing within 10 days or any other time period, if any, as may be specified in the Bidding Documents, from the date of such decision, action or omission. However, unsigned or anonymous applications shall not be entertained.

51.2 The authority to which the grievances are to addressed shall be the same under whose name the Invitation for bids/NIT has been issued.

- 51.3 If the grievance is against the decision, action or omission of an executive(s) including Tender Committee members of the level of GM or below or against the decision taken by SECI in the cases falling in the award approving power of GM or below, the application shall be deliberated and processed by a Grievance Redressal mechanism by the formation of a committee against the approval of Competent Authority.
- 51.4 If the grievance is against the decision, action or omission of an executive(s) of the level of Director or against the decision taken by SECI in the cases falling in the award approving powers of Director or higher, the application shall be deliberated and processed by a panel of Independent External Monitors (IEMs).
- 51.5 The Committee shall examine and deliberate the merits of the bidder’s complaint and the decision shall be communicated in writing to the concerned bidder within 30 days from the date of receipt of the application or any other such period, if any, as may be specified in the Bidding Documents.
- 51.6 During procurement process prior to award of contract, the review shall be done for grievances of only those bidders who have participated in the procurement proceedings.
- 51.7 During the grievance redressal, information which impair the fair competition or is prejudicial to the legitimate commercial interests of one or more participating bidders shall not be disclosed.
- 51.8 The request for review on the following matters shall not be entertained:
- (a) Determination of need of procurement;
  - (b) Provisions limiting participation of bidders in the procurement process
  - (c) The decision to enter into negotiations;
  - (d) Cancellation of a procurement process;
  - (e) Applicability of provisions of confidentiality

## **52. Issues on Qualification Requirements**



- (i) For bidders having existence of less than three financial years (i.e. 36 months), suitable qualifying parameters will be ascertained & finalized by the Qualifying requirement (QR) committee with the due approval of Competent Authority.
- (ii) In those instances wherein a bidder is not able to submit the requisite documents certified / issued by the authority (ies) as envisaged in the bidding documents viz. Audited Financial Statement, due to inapplicability of the same as per the local governing law, the compliance may be ascertained based on documents which are authentic and prevailing as per the country specific regulations.
- (iii) In case of any conflict/deviation between the RfS/NIT and SECI Procurement Policy (SPP), the contents of RfS/NIT will prevail.

**53. Periodic Review of Contract:**

The Controlling Officer/ IT Division/ Project Manager/ Project Engineer reserves the discretion to conduct a periodic review of the performance of the Contract (once in a 06 months) for the services being rendered by the Contractor. Suitable improvement in performance/ deliverables as suggested by the Controlling Officer/ IT Division/ Project Manager/ Project Engineer will be incorporated/ improved upon by the contractor accordingly. Controlling Officer/ IT Division/ Project Manager/ Project Engineer will also maintain such review record for any future references. SECI reserves the right to terminate the contract in line with the termination clause, in case the feedback of the Contractor, its services or the discipline so expected is not found satisfactory during the performance of the contract.

**54. Liquidated Damages:**

The delivery and installation period of the supplies should be within 60 days from the acceptance date of SECI's Purchase Order. In case bidder fails to supply or installation within the accepted period, liquidated damages at the rate of 0.5% of total contract value of the order, for per week of delay subject to maximum of 5% of the total contract value will be levied.

## **55. Breach of Contract, Remedies and Termination**

### **55.1 Breach of Contract**

In case the contractor is unable to honour important stipulations of the contract, or gives notice of his intention of not honouring or his inability to honour such a stipulation, a breach of contract is said to have occurred. Mostly, such breaches occur in relation to the performance of the contract in terms of inability to complete the Work within stipulated time. It could also be due to breach of ethical standards or any other stipulation that affects Procuring Entity seriously. As soon as a breach of contract is noticed, a show cause notice should be issued to the contractor, giving two weeks’ notice, reserving the right to implement contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately. If termination takes place because of a fundamental breach/ insolvency on the part of the contractor, the engineer shall issue a certificate for the value of work done, deducting from the amounts in respect of:

- (i) advance payments;
- (ii) any recoveries;
- (iii) taxes as due; and
- (iv) Percentage to apply to the work not completed as indicated in the contract data. If the total amount due to the procuring entity exceeds that due to the contractor, the difference will be a debt payable to the procuring entity. The CA may terminate a contract in the following cases. The Procuring Entity is then free to take over the site and complete the works himself or with another contractor and use the contractor's materials, equipment, temporary works as he/ they think proper.

### **55.2 Cancellation of Contract for Default**

Without prejudice to any other remedy for breach of contract, such as removal from the list of enlisted contractor, by written notice of default sent to the Contractor, the contract may be terminated in whole or in part, if the contractor has:

- i) has seriously or repeatedly breached the contract, including
  - a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted;
  - b) failure to obey instructions in relation to his progress or defective work, material or plant;
  - c) breach of the prohibition against sub-contracting
  - d) Failure to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the work programme;
  - e) Substantial suspension of work for more than the specified days without authority from the engineer and failure to proceed with the work within the specified days of receipt of notice from the engineer
  - f) Failure to comply with the requirements regarding JVs
- ii) committed fraud
- iii) If the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.
- iv) If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
  - a) Forfeiture of the performance security;
  - b) Upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works himself or with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as he/ they think proper. In small value

contracts, instead of Risk Purchase, a fixed percentage recovery may be provided in the SBD; and

- c) However, the contractor shall continue to fulfil the contract to the extent not terminated. Before cancelling the contract and taking further action, it may be desirable to obtain legal advice.

### **55.3 Termination of Contract for Insolvency**

If the contractor becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the contractor, without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Entity.

### **55.4 Termination of Contract for Procuring Entity’s Failure or Convenience**

After placement of the contract, there may be an unforeseen situation compelling Procuring Entity to cancel the contract. In such a case, a suitable notice has to be sent to the contractor for cancellation of the contract, in whole or in part, for its (Procuring Entity’s) convenience, inter alia, indicating the date with effect from which the termination will to become effective. This is not Procuring Entity’s legal right– the contractor has to be persuaded to acquiesce. Depending on the merits of the case, the contractor may have to be suitably compensated on mutually agreed terms for terminating the contract. Suitable provisions to this effect should be to be incorporated in the tender document as well as in the resultant contract. If termination occurs because of Procuring Entity's convenience or a fundamental breach on his part, the engineer will certify the value of works executed, value of any materials lying at site, reasonable cost of removal of equipment, repatriation of project staff, cost of protecting and securing the works and deducting from it:

- (i) pending advances;
- (ii) other recoveries; and
- (iii) taxes as due.



**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 Bidders 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 GeM Portal (<https://www.gem.gov.in>) (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/ Mozilla Firefox/ Chrome browser**

Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9/ **Mozilla Firefox/ Chrome browser** 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 GeM 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 GeM portal <https://www.gem.gov.in>.

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

#### **Tender Bidding Methodology:**

Sealed Bid System  
Single Stage Two Envelope

**4. Void**

**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 Soft Copy**

Online documents/Soft copy of the bid shall comprise of following documents to be uploaded on the GeM portal <https://www.gem.gov.in> 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. General particulars of the Bidder as per the Format II
- III. Contract Performance Security as per the Format III, if applicable
- IV. Financial Proposal as per Format IV
- V. Technical Proposal as per Format V
- VI. No Deviation Confirmation as per Format VI
- VII. E-Banking Mandate Form as per Format VII
- VIII. Power of Attorney as per Format IX and Board Resolution as per format VIII for such authorization.
- IX. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format X
- X. Copy of GST registration No, PAN Card, Income Tax Registration.

- XI. An Affidavit that the bidder has not been blacklisted by MNRE or SECI as on the date of invitation of the bid.
- XII. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- XIII. A self- certification regarding having office of their own in Delhi/NCR on the letterhead of the Agency (duly stamped and signed) indicating address and contact details.
- XIV. OEM Manufacturer Authorization Form (MAF) to be submitted by the Bidder along with the Bid for the quoted products along with the minimum technical specification compliance document.

**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 GEM portal, shall be duly filled. “Termed as **ELECTRONIC FORM**”. Bidder must quote the **Total Billing Amount (inclusive of Goods & Service Tax, GST)** in the Electronic Form of the bid for Second Envelope (Price - Part), as available on the GEM portal.

**6. Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in GeM in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in GeM.

**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.**

## **7. Other Instructions**

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

## **8. Void**

## **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 on GeM. ***Bidders are advised to not upload duly filled Schedule of Rates (SOR)/ Price Bid 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 e-tender portal.

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

## **10.Submission of documents**

Bidders are requested to upload small sized documents preferably 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 GeM 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 GeM 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.

### **ANNEXURE-III**

#### **TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS)**

As an initiative of Government of India & RBI towards Make in India, Skill India & Financial Inclusion, to provide a platform for bill discounting for MSME vendors, Solar Energy Corporation of India Limited has entered into an association / agreement with following 3 (three) financial institutions:

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. A Treds, a joint-venture between Axis Bank and Mjunction Services; and
3. Mynd Solution which runs M1 Exchange

MSME vendors can register on a digital platform which connects MSME Service Providers and their Buyers to multiple financiers. It enables MSME Service Providers, under an efficient & transparent bidding mechanism, to sell their invoices to financiers, thus unlocking working capital / generating liquidity quickly, without impacting their relationship with Buyers.

#### **Benefits to MSME Service Provider:**

1. Timely & Cheap finance without any collateral / loan / debt and no recourse to the MSME Service Provider.
2. MSME Service Provider can get payments in less than 48 hours from submitting invoice on the platform, thus improving cash flows.
3. Online & transparent bidding mechanism coupled with Buyer credit profile ensures most competitive rates and significant reduction in cost of funds for MSME.
4. Funding is without recourse to Service Provider; thus, payment once received through Platform cannot be recalled by the Financier.

#### **Steps Involved for registration at Platform:**

1. Acceptance of Offer Letter
2. One-time Submission of KYC and On-boarding documents

3. Verification of Documents by individual agencies (each of above) as per RBI guidelines
4. Execution of Agreement with by individual agencies (each of above)
5. Registering of MSME Service Provider
6. Activation of User ID and Password for MSME Service Provider
7. Issuance of User ID and Password to MSME Service Provider
8. Commencement of transactions on Platform

A dedicated customer Management Team will be available for all the “TReDS Platform” by these platforms for any related queries. SECI will not entertain any queries related to any of these platforms.

It is mandatory for all MSME bidders to get registered at “TReDS” platform in line with the details as mentioned in the tender document. SECI shall facilitate the best possible support in the on boarding of the MSME bidders at “TReDS”. All payments will be done to the MSME bidders through TReDS only. Non registration of the MSME bidders at TReDS may lead to delay in payments to the MSME bidders.

“TReDS” option shall only be given to the MSME vendors and any other vendor “NOT” registered as MSME with SECI, cannot avail this facility.

**Note:**

1. The above benefits shall be allowed to only manufacturing Micro and small Enterprises and not to traders /agents for supply of materials.
2. Bidders registered under the “service” category shall not be considered for supply of material.
3. Udyog Aadhar Number is mandatory for availing benefits against above scheme.
4. Any Change in MSE policy by Govt/competent authority shall supersede above clauses

## **SECTION IV**

# **QUALIFYING REQUIREMENTS**

## **1. ELIGIBILITY CRITERIA**

Qualification of the Service Provider(s)/ Bidder(s) will be based on their meeting the minimum eligibility criteria specified below regarding the Bidder’s General Standards as demonstrated by the Bidder’s responses in the corresponding Bid documents. Specific requirements are given below:

### **1.1 General Eligibility Conditions:**

- 1.1.1 The bidder should be an Indian company registered in India and may be an Affiliate or Holding Company or Subsidiary company of a company meeting the eligibility requirement (s) as set forth in this section. Government owned Enterprises registered and incorporated in India are allowed to participate in this tender. Further, Limited Liability Partnerships Firms, Proprietorships Firms and Partnerships Firms are also allowed to participate in this tender. However, the bidders against whom sanction/ debarment/ blacklisting for conducting business is imposed by Government of India, are not allowed to participate. 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.
- 1.1.2 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.
- 1.1.3 NGOs, Charitable Trusts, Educational Societies are not eligible for participation in this Tender. Bids by Consortium/ JV are not allowed for participation under this Tender.
- 1.1.4 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.
- 1.1.5 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

- 1.1.6 Bidder should be ISO 27001, 20000-1:2018, CMMI Maturity level 3 certified. Copy of valid ISO 27001, 20000-1:2018, CMMI Maturity level 3 certificates are required to be submitted by the bidder along with the Bid.
- 1.1.7 Bidder should be authorised by the OEM for the quoted make and Model of Desktop Computer. OEM Manufacturer Authorization Form (MAF) to be submitted by the Bidder along with the Bid for the quoted product along with the minimum technical specification compliance document.
- 1.1.8 The Bidder should be having office of their own in Delhi/NCR. A self-certification on the letterhead of the Bidder (duly stamped and signed) indicating address and contact details duly supported by Lease deed or relevant supporting documents to be submitted along with the bid.
- 1.1.9 This tender is only reserved for SC/ST or Woman lead MSEs Bidders/Vendors registered under UDYAM registration category only. The Bid submitted by other category MSE bidders or any other general category bidders will be summarily rejected. No other bidders, apart from SC/ST or Woman lead MSEs, are allowed in this tender to participate.**

## **SECTION V**

# **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, hereby also referred as Owner/Employer.
- 1.24 **TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.25 **WEEK** means a period of any consecutive seven days.
- 1.26 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.

## **[B] GENERAL INFORMATION**

### **2 INTERPRETATIONS**

- 2.1 Words comprising the singular shall include the plural & vice versa
- 2.2 An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 2.3 A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 2.4 Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 2.5 The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

### **3 APPLICATION**

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

### **4 BID LANGUAGE**

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

## **[C] GENERAL OBLIGATIONS**

### **5 CONTRACT LIABILITY**

#### **Contractors’ liability towards indemnity**

The successful Bidder shall submit an indemnity bond, indemnifying SECI from the following, on a stamp paper of Rs. 100 duly signed by the authorized signatory within 30 working days from the date of 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 Suppliers’ negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon, tornado, pandemic and quarantine. {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.
  - Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.
- Force Majeure Exclusions



- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.

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

### **11 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.

### **12 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 of 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.

### **13 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 VI**

# **Special Conditions of Contract (SCC)**

## **1. Completion Schedule:**

Bidder shall complete Supply and Installation as per Scope of Work within 30 days from the date of acceptance of LoA/ PO/ WO.

Delivery and Installation of desktop computers (phase-wise)	30 days from the date of LoA/ PO/ WO
Maintenance and Support	3 Years from the date of installation (phase-wise)

## **2. Payment Terms**

a. The entire payment for each phase shall be released only after the successful installation of all desktop computers mentioned for that respective phase at SECI, along with the submission of both the delivery report and the installation report. Payment for each phase shall be processed independently, upon fulfillment of the aforementioned milestones.

b. Payment shall be made only upon submission of an Invoice/Bill duly completed in all respects, and PBG (Performance Bank Guarantee) confirmation, as per the terms outlined in the tender document.

## **3. Additional Terms & Conditions**

- i) The motherboard, keyboard and mouse must be from the same OEM as the desktop computer, and the OEM logo /trademark must be embossed on them; no stickers are allowed.
- ii) The supplied desktop computers shall have inbuilt Wi-Fi and Bluetooth features. External dongles or USB devices shall not be permitted to achieve the said functionality.
- iii) The OEM must have an online system hardware diagnostics facility or a BIOS-based hardware diagnostics facility. OEM must have the facility to download the updates of preinstalled Software, device drivers and firmware from its website.
- iv) The OEM must support recovery media creation through its website to reinstall the operating system when required and bring the computer back to its original factory condition as configured by the OEM.
- v) The bidder is required to submit the following certificates:

- a. Valid ISO 9001 Certificates.
- b. RoHS Compliance, Energy Star, UL, CE, FCC, TCO certificate for display.
- c. The confirmation from OEM for preloaded Windows operating system needs to be submitted along with the Bid.
- d. The confirmation from OEM that the quoted product is not End-of- Sale, End-of-Life and End-of-Support as of the date of bid submission.
- vi) OEM Authorization:
  - a. The inked, signed bid-specific MAF from OEM needs to be submitted along with the bid documents.
  - b. Technical Documents, including datasheet, technical compliance to be submitted on OEM letterhead, duly signed and stamped by the authorised signatory.
  - c. Local Content Declaration of the offered product to be quoted by the OEM on its letterhead.

**4. Comprehensive Maintenance, Support Services, for Desktop Computers during the warranty period**

- a. The warranty shall include coverage for parts, service, and 8 x 5 free telephone support.
- b. The bidder shall submit contact details (mobile number and email ID) of their support representative and provide an escalation matrix to ensure timely resolution during the warranty period.
- c. The bidder must produce documentary proof of the 3-year warranty coverage or provide verifiable links from the OEM’s official website.
- d. For complaints not requiring spare parts, the system shall be made operational within 2 working days or 5 calendar days, whichever is earlier, from the date of complaint registration.
- e. For complaints requiring spare parts, the system shall be made operational within 1 week from the date of complaint registration.

**5. Service Level Agreement (SLA) for the Comprehensive Maintenance, Support Services for Desktop Computers during the warranty period**

Quality of Service is measured by using some predefined metrics and it varies from service to service. The table below gives some metrics with expected Quality of Service (QoS) values: -



Metric Name	Formula	Penalty
Resolution Time	Number of calls closed within the stipulated maximum resolution time / Total number of calls received in the Quarter * 100%	90%-95%: 5% penalty 85%-90%: 7% penalty 75%-85%: 10% penalty Less than 75%: 40% Penalty

### Severity Level:

Service Requests/ Calls/ Incidents are assigned severity depending on

1. The affected number of users
2. Category of Users
3. The type of service affected by the fault.

The following matrix defines the description of the severity levels:

Severity Level	Description of Service Requests/ Calls/ Incidents
1	Affecting CMD/ MD/ Director/ CVO/ ED, GM/ HoD, and their offices.
2	Affecting many users
3	Affecting individual users

### Service Level Required:

Service level defines the level of service required for an individual Call/ Incident/ Service Request. The following matrix defines the Service Level Agreement that SECI requires:

Severity Level	Maximum Resolution Time (MRT)
Severity 1	3 Hours
Severity 2	5 Hours
Severity 3	10 Hours

### Maximum Resolution Time (MRT):

The maximum resolution time shall be defined as the maximum time to resolve the call/ incident/ service request from the time of its reporting.

### 6. Phase – Wise Warranty coverage

**a. Phase 1 (62 Desktop Computers):**

The 3-year comprehensive warranty for the 62 desktop computers delivered and installed under Phase 1 shall commence from the date of successful installation of the respective units.

**b. Phase 2 (41 Desktop Computers):**

The 3-year comprehensive warranty for the 41 desktop computers delivered and installed under Phase 2 shall commence from the date of successful installation of the respective units.

**7. Contract Performance Security**

7.1 Against the contract of the project, within 30 (Thirty) days from the issuance of the CA/ Service Order/ PO from SECI, the successful Bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format attached. The value of the Performance Security shall be 3% of the Total Contract Value and shall be valid for a total period of 46 (Forty-Six) Months (01 month for supply and installation for phase-1 followed by 36 months of warranty period + 06 months for phase-2 + 03 Months Additional) from the date of its issuance. The Contract Performance Security shall be in the form of ‘Account payee Demand Draft, Banker’s Cheque, Fixed Deposit Receipt or Bank Guarantee (Including e-Bank Guarantee) in favor of “Solar Energy Corporation of India limited, New Delhi” payable at New Delhi. Bank Guarantee towards Contract Performance Security shall be from any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

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

7.2 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.

7.3 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.

7.4 If the Bidder or their employees or the Bidder’s agents and representatives shall damage, break, deface or destroy any property belonging to the 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).

7.5 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.

7.6 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).

7.7 The term “Performance Bank Guarantee (PBG)” occurring in the entire tender document shall be read as e-PBG/ “Performance Bank Guarantee” (PBG”).

## **SECTION VII**

# **FORMS & FORMATS**

**LIST OF FORMS & FORMAT**

<b>Form No.</b>	<b>Description</b>
Format-I	COVERING LETTER
Format-II	GENERAL PARTICULARS OF THE BIDDER
Format-III	FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY
Format-IV	FINANCIAL PROPOSAL
Format-V	TECHNICAL PROPOSAL
Format-VI	"NO DEVIATION" CONFIRMATION
Format-VII	E-BANKING MANDATE FORM
Format-VIII	FORMAT FOR BOARD RESOLUTIONS
Format-IX	FORMAT FOR POWER OF ATTORNEY
Format-X	DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.
Format-XI	SCHEDULE OF RATES (SOR)/PRICE BID

**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	<div>Yes</div> <div>No</div>
GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

**Format-III**

**FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY**

**(To be submitted by the 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)***

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as ‘selected Contractor/ Service Provider’) submitting the response to Tender inter alia for ..... [Insert title of the Tender], dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of .....[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Bid of the Contractor/ Service Provider and issuing GeM Order/ Notification of Award/ Contract Agreement No. \_\_\_\_\_ to \_\_\_\_\_ (Insert Name of selected Contractor/ Service Provider) as per terms of Tender and the same having been accepted by the selected Contractor/ Service Provider resulting in a contract to be entered into, for purchase of Work/Services [from selected Contractor/ Service Provider, M/s \_\_\_\_\_].

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

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

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

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till .....

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

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

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

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

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

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

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

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

Account No – 10070882610

IFSC Code - IDFB0020101

Bank Name – IDFC First Bank Ltd.

Branch – Express Building, 2<sup>nd</sup> Floor, 9-10, Bahadurshah Zafar Marg, New Delhi-110002

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) and it shall remain in force until ..... 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. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [Insert a date which is at least 30 days beyond the expiry of the validity period].

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

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

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

For

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

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

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

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

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

**Format-IV**

**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: Supply & installation of Desktop Computers with a 3-year comprehensive on-site warranty at SECI, New Delhi Office.

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-V**

**TECHNICAL PROPOSAL**

(To be provided on Company/Firm Letter Head)

From:

(Full name and address of the Bidder)

\_\_\_\_\_  
\_\_\_\_\_

To,

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

Technical Specification	Minimum Specification Requirement	Complied (Yes/No)
Make	HP/ Dell/ Acer/ Lenovo	
Form Factor	Tower	
Processor Generation	14th Generation or latest	
Processor	Intel Core i5 or higher (8 core or higher, 20MB cache or higher, 2.5 GHz or higher)	
Chipset Series	Intel H or Q	
Memory (RAM)	16 GB DDR5 or higher, Memory expandability up to 64 GB with 2 DIMM Slots	
Total SSD Capacity	1TB or higher	
Graphics Type	Integrated UHD Graphics with processor	
Keyboard	USB Wired, Standard with rupee symbol (same make PC)	
Mouse	USB Wired, Optical Mouse with Scroll (Same make as PC)	
Operation System	Factory Preloaded with Microsoft Windows 11 Professional with OEM recovery or latest	

USB Ports (minimum)	2 Ports of 10Gbps and 4 Ports of 5Gbps or better in front	
Power Supply	180 W with 90% efficiency or better	
Network Interface Card (Ethernet Connectivity)	On-board 10/100/1000 Mbps or better	
Monitor/Display	23.8 inch or higher with inbuilt FHD Webcam, Microphone and Dual Speakers, HDMI Port (Same OEM as desktop)	
Display Type	Non-Touch	
Resolution	1920 x 1080 FHD or better	
Ports (minimum)	1 HDMI, 1 DP, 1 RJ 45, 1 Headphone-out, 1 Microphone-in, 1 Type C or better	
Wireless	WiFi 6 or better and Bluetooth 5.3 or better	
Certifications for Desktop Computer	EPEAT India Registered, RoHS, Energy Star 8.0, TCO Certification for Monitor, BIS registration under CRS of MeitY, ISO 9001, 14001, 20001, 27001 for OEM, FCC, UL, CE	

**Format-VI**

**"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 - VII**

**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-VIII**

**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 “Supply & installation of Desktop Computers with a 3-year comprehensive on-site warranty at SECI, New Delhi Office” 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-IX**

**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-X**

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

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

To,

M/s SOLAR ENERGY CORPORATION OF INDIA LIMITED

---

Bid No:

Date:

**Sub:** Bid for “Supply & installation of Desktop Computers with a 3-year comprehensive on-site warranty at SECI, New Delhi Office”.

Dear Sir / Madam,

We hereby confirm that, we or any of our allied agency (ies) have not been on any banning list in current or past by Owner or any Public Sector or MNRE on account of “poor performance” or “corrupt and fraudulent practices” or any other reason, as on the last date of bid submission.

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 current or past 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-XI**

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

(On Bidder’s letter head)

<b>SCHEDULE OF RATES (SOR)/PRICE BID</b>
Tender for “Supply & installation of Desktop Computers with a 3-year comprehensive on-site warranty at SECI, New Delhi Office”

**THE SCHEDULE OF RATES (SOR)/PRICE BID FORMAT HAS BEEN ATTACHED WITH THE TENDER DOCUMENT FOR REFERENCE.**

**NOTE:**

- The bidder has to quote Total Evaluated Bid Value (TEBV) only on GeM portal <https://www.gem.gov.in> and Submit Excel Sheet/ Financial Document indicating price break up as per Format-XI: Schedule of Rates (SOR)/Price Bid along with Financial Bid in the prescribed price bid format only on the GeM Portal.
- The bidder has to quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.
- Tender with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- 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.
- All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the Price bid format mentioned.
- Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account. Bidder shall quote Service charge for all the work as per the Scope of work and Specifications as defined under this document.
- In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this

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

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

**Tender for “The supply & installation of Desktop Computers with 3-year comprehensive on-site warranty at SECI, New Delhi Office”**

Tender for Supply & installation of Desktop Computers with a 3-year comprehensive on-site warranty at SECI, New Delhi Office								
SCHEDULE OF RATES (SOR)/ PRICE BID								
S No	Description of the Item	UOM	Quantity	Price (INR)		Goods & Service Tax (GST)		Total Price inclusive of GST (INR)
				Unit Price (INR)	Total Price (INR)	Applicable GST Rate (%)	Applicable GST Amount (INR)	
(A)	(B)	(C)	(D)	(E)	(F = D x E)	(G)	(H = F x G)	(I = F + H)
1	Desktop Computers as per the technical specifications under Scope of Work	Nos.	103					
<b>TOTAL EVALUATED BID VALUE (TEBV): GRAND TOTAL PRICE INCLUDING TAXES (INR) (IN FIGURES)</b>								
<b>TOTAL EVALUATED BID VALUE (TEBV): GRAND TOTAL PRICE INCLUDING TAXES (IN WORDS)</b>				<b>Indian Rupees</b> _____ Only.				