



Forward Auction for Condemnation of IT Items of SECI



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

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

Forward Auction for Condemnation of IT Items of SECI

Forward Auction No. SECI/C&P/IT/26/001/FA

Dated: 10.04.2026

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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/26/001/FA

Date: 10.04.2026

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 “**Forward Auction for Condemnation of IT Items of SECI**” on “**AS IS WHERE IS**” and “**NO COMPLAINT BASIS**” in so far as physical condition of the items are concerned.

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

EMD (if applicable) are to be submitted under **offline mode** in separate sealed covers, super-scribed with “**Forward Auction for Condemnation of IT Items of SECI**” at the following address so as to reach on or before Last date & Time of submission of dues date and time of EMD submission 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
Tel: 011 24666 397, Extn: 397;
E-mail: piyush.raote@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. However, the remittance copy of such online transaction needs to be submitted before the due date and time of EMD submission as on GeM portal. The same is applicable in the event of shifting of SECI office premises to new location - *F-200 & F-300, Tower-F, World Trade Centre, Nauroji Nagar, New Delhi – 110029.*

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 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 contract 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.

3. Bidders should submit their bid proposal online complete in all aspect as mentioned on GeM Portal at <https://www.gem.gov.in> and as indicated in the Bid Information Sheet.
4. Bidder shall submit bid proposal along with Earnest Money Deposit (EMD) if applicable in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Earnest Money Deposit (EMD, if applicable) will be rejected.
5. Contracts 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 Contract 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.**
6. Bidder selected shall be responsible for the performance of the following scope of work (more detailed in this contract): **“Forward Auction for Condemnation of IT Items of SECI”**
7. 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 Contract, 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 Contracts, it shall be considered that the Contract 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 Contract 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	Forward Auction for Condemnation of IT Items of SECI	
2	Forward Auction No. & Date	Forward Auction No: SECI/C&P/IT/26/001/FA dated 10.04.2026	
4	Type of Forward Auction	e-Forward Auction	Yes
		Manual	
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	Forward Auction Processing Fee (NON- REFUNDABLE)	APPLICABLE	
		NOT APPLICABLE	Yes
12	Earnest Money Deposit (EMD)	APPLICABLE	Yes
		NOT APPLICABLE	
		Amount: INR 5,380/- (Indian Rupees Five Thousand Three Hundred and Eighty Rupees only) in the form of 'either through NEFT/ RTGS transfer in the account	

		<p>of SECI or Demand Draft/ Banker’s Cheque in favor of Solar Energy Corporation of India Limited, New Delhi Payable at New Delhi (With a validity of 180 days from the Due date of Bid Submission). EMD to be deposited before the last date of EMD submission as notified on the GeM portal.</p> <p>The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per applicable Government-e-Marketplace (GeM) General Terms and Conditions (GTC) along with the PQ submission.</p>
14	First and Last date & Time of submission of PQ (Pre-Qualification)	As per the date & time given in the published GeM Auction document on GeM portal.
15	Duration of PQ Assessment	As per the date & time given in the published GeM Auction document on GeM portal.
16	First and Last date & Time of EMD submission	As per the date & time given in the published GeM Auction document on GeM portal.
17	Duration of EMD Validation	As per the date & time given in the published GeM Auction document on GeM portal.
18	Lot Inspection Date and Time (by Qualified Bidders)	As per the date & time given in the published GeM Auction document on GeM portal.
19	e-Forward Auction Date and Time	As per the date & time given in the published GeM Auction document on GeM portal.
18	Name, Designation, Address and other details	<p>Sh. Piyush Raote Sr. Engineer (C&P)</p>

	(For Submission of Response to NIT)	<p align="center">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: contracts@seci.co.in; piyush.raote@seci.co.in</p>
19	Details of persons to be contacted in case of any assistance required	<p>1) Sh. Deepak Mittal/ Sh. Abhishek Singh Sr Manager (IT)/ Dy. Manager (IT) Ph: 011-24666-304/315</p> <p>2) Sh. Sandeep Kumar Dy General Manager (C&P) Ph: 011-24666-231</p>
20	CONTACT DETAILS OF GeM	<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 auction 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 Contract 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 Contract 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 Contract shall be updated in the GeM Portal (<https://www.gem.gov.in>) and/ or SECI website (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 Contract 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 Contract, 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

The objective of this Tender is to engage an authorised E-Waste Recycler/Processor for the safe, scientific, and environmentally compliant disposal of electronic waste generated at Solar Energy Corporation of India Ltd (SECI). The appointed Bidder must ensure complete adherence to the E-Waste (Management) Rules, all applicable CPCB guidelines, and any amendments thereto.

The selected Bidder shall be responsible for:

1. Collection, transportation, dismantling, recycling, and final disposal of all categories (Printers, Desktops, Laptops, and printer cartridges) of e-waste generated at SECI head office, Delhi.
2. Ensuring that all e-waste is handled in a manner that is safe, secure, and compliant with environmental regulations.

3. Providing manpower, tools, packing materials, transportation arrangements, and any other resources required for lifting and disposing of the e-waste.
4. Ensuring data wiping / data destruction (where applicable) of storage devices before recycling and providing a certificate for the same.
5. The bidder must hold a valid CPCB/SPCB authorisation as an E-Waste Recycler/Dismantler, covering collection, storage, dismantling, and recycling.
6. Ensure full compliance with:
 - a) E-Waste Management Rules, 2016 and amendments,
 - b) CPCB Guidelines for Environmentally Sound Management of E-Waste, and
 - c) MeitY environmental regulations and policies.
 - d) Provide all mandatory declarations/undertakings confirming compliance with environmental laws and guaranteeing scientific disposal.
7. Material Receipt Certificate (MRC) upon collection of e-waste from SECI premises.
8. E-Waste Recycling Certificate confirming environmentally sound dismantling and disposal.
9. Final Disposal Certificate as per CPCB norms.
10. Any equipment containing data (e.g., desktops, laptops) must be handled with strict confidentiality.
11. The bidder must ensure secure data wiping or physical destruction, as applicable, prior to recycling. A Data Destruction Certificate, for applicable devices, shall be submitted to SECI.
12. The bidder shall be fully responsible for any environmental damage, legal violation, or non-compliance arising during handling, transportation, or disposal.
13. Under no circumstances shall any e-waste collected from SECI be resold, refurbished, reused, donated, or disposed of unscientifically. All materials shall be recycled or disposed of strictly in accordance with regulatory norms.
14. The bidder must follow all safety protocols, including safe handling of hazardous components.
15. The bidder must complete collection and disposal within 7 working days of issuance of Delivery Order from SECI that is issued after receiving of full payment, unless otherwise instructed by SECI and Certificates of disposal must be submitted within 15 days after recycling.

16. The bidder shall indemnify and hold harmless SECI against all claims, damages, penalties, losses, or liabilities arising out of non-compliance with statutory provisions, unauthorised disposal or mishandling of e-waste.
17. SECI reserves the right to accept or reject any item during actual lifting based on condition verification.
18. The bidder shall ensure compliance with all occupational health and safety norms, including the use of appropriate protective equipment while handling hazardous components of e-waste.
19. The bidder shall ensure end-to-end traceability of e-waste from SECI premises to authorised recycling facility, supported by manifest / GPS / tracking records.
20. SECI reserves the right to witness or nominate a representative to witness the data destruction and/or recycling process at the bidder's facility.
21. Any deviation from statutory guidelines, CPCB norms, or tender conditions shall be treated as a material breach, leading to immediate termination of the contract, forfeiture of EMD, and possible blacklisting.
22. The bidder shall submit the following certificates within the stipulated timelines. All certificates shall be issued by authorised entities and shall be verifiable:
 - a. Material Receipt Certificate (MRC)
 - b. E-Waste Recycling Certificate
 - c. Final Disposal Certificate
 - d. Data Destruction Certificate (for applicable devices)
23. A list of all IT items for condemnation is placed in **Annexure A** to scope of work.
24. **Note:**

SECI is in the process of shifting its office by April'2026 from the present premises at Tower-2, Floor-6, Plate-B, NBCC Office Complex, East Kidwai Nagar, New Delhi to the new office located at F-200 & F-300, Tower-F, World Trade Centre, Nauroji Nagar, New Delhi – 110029.

In view of the above, the process of this auction will be applicable at the new location of SECI office premises also.

Annexure-A

Details of Items for Condemnation

Devices in Not Working Conditions						
Desktops						
S.No	Type	Asset Description / Model	Serial No.	Date of Purchase	Purchase Price	Residual value/ Net Block/ Floor Price
1	Desktop	HP Elite 8200E SFF	INA214SHTX	25-06-2012	₹ 43,877	₹ 2,194
s2	Desktop	HP Elite 8200E SFF	INA214SHXG	25-06-2012	₹ 43,877	₹ 2,194
3	Desktop	HP Elite 8200E SFF	INA228XFMC	06-08-2012	₹ 37,725	₹ 1,886
4	Desktop	HP Elite 8200E SFF	INA228XFN7	06-08-2012	₹ 37,725	₹ 1,886
5	Desktop	HP Elite 8200E SFF	INA228XJ54	06-08-2012	₹ 37,725	₹ 1,886
6	Desktop	HP Elite 8200E SFF	INA228XJ6Q	06-08-2012	₹ 37,725	₹ 1,886
7	Desktop	HP Elite 8200E SFF	INA228XJ6S	06-08-2012	₹ 37,725	₹ 1,886
8	Desktop	HP Elite 8200E SFF	INA228XJ6Z	06-08-2012	₹ 37,725	₹ 1,886
9	Desktop	HP Elite 8200E SFF	INA228XJ7B	06-08-2012	₹ 37,725	₹ 1,886
10	Desktop	HP Compaq Elite 8300	INA301TV68	20-01-2013	₹ 37,725	₹ 1,886
11	Desktop	HP Compaq Elite 8300	INA301TVBB	20-01-2013	₹ 37,725	₹ 1,886
12	Desktop	HP Compaq Elite 8300	INA301TVC3	20-01-2013	₹ 37,725	₹ 1,886
13	Desktop	HP Compaq Elite 8300	INA301TVCP	20-01-2013	₹ 37,725	₹ 1,886
14	Desktop	HP Compaq Elite 8300	INA301TVBG	20-01-2013	₹ 37,725	₹ 1,886
15	Desktop	HP Compaq Elite 8300	INA301TVDR	20-01-2013	₹ 37,725	₹ 1,886
16	Desktop	HP 18-5017 (AIO)	4CE403079L	25-03-2014	₹ 28,650	₹ 1,432
17	Desktop	HP 18-5017 (AIO)	4CE40300SG	25-03-2014	₹ 28,650	₹ 1,432
18	Desktop	HP 18-5017 (AIO)	4CE40300NS	25-03-2014	₹ 28,650	₹ 1,432
19	Desktop	HP 18-5017 (AIO)	4CE403075T	25-03-2014	₹ 28,650	₹ 1,432
20	Desktop	lenovo B350 (AIO)	VS70473670	07-07-2014	₹ 74,490	₹ 3,724
21	Desktop	HP Compaq Elite 8300	INA403R6L0	21-07-2014	₹ 50,400	₹ 2,520
22	Desktop	Acer Veriton M2630G	UXVJSSIR10F4781074	23-11-2015	₹ 57,893	₹ 2,895
23	Desktop	Acer Veriton M2630G	UXVJSSIR10F4781077	23-11-2015	₹ 57,893	₹ 2,895
Laptops						
1	Laptop	HP 4430s	INA212QX4F	26-07-2012	₹ 45,402	₹ 2,270

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2	Laptop	Lenovo E430 Thinkpad	MP3GHG1	15-07-2013	₹ 47,502	₹ 2,375
3	Laptop	Lenovo E430 Thinkpad	MP3HGG5	15-07-2013	₹ 47,502	₹ 2,375
4	Laptop	Lenovo E430 Thinkpad	MP3HG96	15-07-2013	₹ 47,502	₹ 2,375
5	Laptop	HP G440 (Laptop Intel Core-5)	5CD6316YGC	24-11-2015	₹ 66,671	₹ 3,334
6	Laptop	HP 240 G3	CND525D8QV	04-01-2016	₹ 38,651	₹ 1,933
7	Laptop	HP 240 G3	CND525D8BV	04-01-2016	₹ 38,651	₹ 1,933
8	Laptop	DELL Inspiron 5558 Notebook	FLL9Z52	23-04-2016	₹ 48,825	₹ 2,441
9	Laptop	Lenovo V310-14IKB	LR09UD11	15-03-2018	₹ 41,390	₹ 2,070
10	Laptop	Lenovo V310-14IKB	LR09UD4E	15-03-2018	₹ 41,390	₹ 2,070
11	Laptop	Lenovo V310-14IKB	LR09UD5N	15-03-2018	₹ 41,390	₹ 2,070
12	Laptop	Lenovo V310-14IKB	LR09UD5D	15-03-2018	₹ 41,390	₹ 2,070
13	Laptop	Lenovo V310-14IKB	LR09UD0B	15-03-2018	₹ 41,390	₹ 2,070
14	Laptop	HP 250 G7	CND91267CG	25-06-2019	₹ 62,500	₹ 3,125
15	Laptop	HP 250 G7	CND91267DS	25-06-2019	₹ 62,450	₹ 3,123

Printers

1	Printer	HP Office Jet Pro 8100	CN258Q1QR	4-Aug-12	₹ 7,218.00	₹ 361
2	Printer	HP Office Jet Pro 8100	CN258Q1QN	4-Aug-12	₹ 7,218.00	₹ 361
3	Printer	HP Office Jet Pro 8100	CN258Q1Q9	4-Aug-12	₹ 7,218.00	₹ 361
4	Printer	HP Office Jet Pro 8600 Plus	CN2AVBWHWJ	23-Feb-13	₹ 17,490.00	₹ 874
5	Printer	HP Office Jet Pro 8600 Plus	CN2CBC4G52	2-Sep-13	₹ 17,490.00	₹ 875
6	Printer	HP All in one 3545e	CN39S2PC5B	25-Mar-14	₹ 5,900.00	₹ 295
7	Printer	Canon IR Adv 4245	TYJ22542	29-Sep-16	₹ 2,97,150	₹ 14,858
8	Printer	Fax Machine KX-FP701	4IABP715735	21-Jan-15	₹ 7,498	₹ 375
9	Printer	Fax Machine KX-FP701	4FBBP90630	21-Jan-15	₹ 7,498	₹ 375
10	Printer	Lexmark Color MFP CX410DE	752713946HYFZ	13-Apr-18	₹ 62,000	₹ 3,100
11	Printer	Lexmark Color MFP CX410DE	752713946HYF8	13-Apr-18	₹ 62,000	₹ 3,100
12	Printer	Lexmark Color MFP CX410DE	752728946MZVX	13-Apr-18	₹ 62,000	₹ 3,100
13	Printer	Canon IR-ADV C3520	XYS03860	6-Sep-19	₹ 2,41,000	₹ 12,050

Devices having Frequent Breakdown & Performance Issues

Desktops						
S.No	Type	Asset Description / Model	Serial No.	Date of Purchase	Purchase Price	Residual value/ Net Block/ Floor Price
1	Desktop	HP Compaq 6200 Pro	INA152Y6G0	20-02-2012	₹ 42,525	₹ 2,126
2	Desktop	HP Compaq 6200 Pro	INA152Y6G3	20-02-2012	₹ 42,525	₹ 2,126
3	Desktop	HP Compaq 6200 Pro	INA152Y6FX	20-02-2012	₹ 42,525	₹ 2,126
4	Desktop	HP Elite 8200E SFF	INA214SHRW	25-06-2012	₹ 43,877	₹ 2,194
5	Desktop	HP Elite 8200E SFF	INA228XFLK	06-08-2012	₹ 37,725	₹ 1,886
6	Desktop	HP Elite 8200E SFF	INA228XFN8	06-08-2012	₹ 37,725	₹ 1,886
7	Desktop	HP Elite 8200E SFF	INA228XJ5Z	06-08-2012	₹ 37,725	₹ 1,886
8	Desktop	HP Elite 8200E SFF	INA228XJ7L	06-08-2012	₹ 37,725	₹ 1,886
9	Desktop	HP Compaq Elite 8300	INA301TV7B	20-01-2013	₹ 37,725	₹ 1,886
10	Desktop	HP Compaq Elite 8300	INA301TV8R	20-01-2013	₹ 37,725	₹ 1,886
11	Desktop	HP Compaq Elite 8300	INA301TVB2	20-01-2013	₹ 37,725	₹ 1,886
12	Desktop	HP Compaq Elite 8300	INA301TV85	20-01-2013	₹ 37,725	₹ 1,886
13	Desktop	HP Compaq Elite 8300	INA301TVB3	20-01-2013	₹ 37,725	₹ 1,886
14	Desktop	HP Compaq Elite 8300	INA301TVBH	20-01-2013	₹ 37,725	₹ 1,886
15	Desktop	HP Compaq Elite 8300	INA301TVC6	20-01-2013	₹ 37,725	₹ 1,886
16	Desktop	HP Compaq Elite 8300	INA301TV6J	20-01-2013	₹ 37,725	₹ 1,886
17	Desktop	HP Compaq Elite 8300	INA301TVB8	20-01-2013	₹ 37,725	₹ 1,886
18	Desktop	HP Compaq Elite 8300	INA301TVC2	20-01-2013	₹ 37,725	₹ 1,886
19	Desktop	lenovo B350 (AIO)	VS70473647	07-07-2014	₹ 74,490	₹ 3,724
20	Desktop	lenovo B350 (AIO)	VS70447417	07-07-2014	₹ 74,490	₹ 3,724
21	Desktop	lenovo B350 (AIO)	VS70473669	07-07-2014	₹ 74,490	₹ 3,724
22	Desktop	HP Compaq Elite 8300	SGH414T8XR	21-07-2014	₹ 50,400	₹ 2,520
23	Desktop	HP Compaq Elite 8300	SGH414T9C2	21-07-2014	₹ 50,400	₹ 2,520
24	Desktop	HP Compaq Elite 8300	INA408SY1B	21-07-2014	₹ 50,400	₹ 2,520
25	Desktop	HP Compaq Elite 8300	INA403R6GN	21-07-2014	₹ 50,400	₹ 2,520
26	Desktop	HP Compaq Elite 8200	INA228XJ72	06-08-2012	₹ 37,725	₹ 1,886
27	Desktop	HP Compaq Elite 8200	INA228XJ6T	06-08-2012	₹ 37,725	₹ 1,886

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28	Desktop	HP Compaq Elite 8200	INA228XF2N	06-08-2012	₹ 37,725	₹ 1,886
29	Desktop	HP Compaq Elite 8200	INA228XF1L	06-08-2012	₹ 37,725	₹ 1,886
30	Desktop	HP Compaq Elite 8300	INA301TVDX	20-01-2013	₹ 37,725	₹ 1,886
31	Desktop	HP Compaq Elite 8300	INA301TVD5	20-01-2013	₹ 37,725	₹ 1,886
32	Desktop	HP Compaq Elite 8300	INA301TVC7	20-01-2013	₹ 37,725	₹ 1,886
33	Desktop	HP Compaq Elite 8300	INA301TVC5	20-01-2013	₹ 37,725	₹ 1,886
34	Desktop	HP Compaq Elite 8300	INA301TV84	20-01-2013	₹ 37,725	₹ 1,886
35	Desktop	HP Compaq Elite 8300	INA301TV6G	20-01-2013	₹ 37,725	₹ 1,886
36	Desktop	HP Compaq Elite 8300	INA301TV69	20-01-2013	₹ 37,725	₹ 1,886
37	Desktop	Apple Imac 21.5	C02LJ4Z5F8J3	26-10-2013	₹ 1,14,900	₹ 5,745
38	Desktop	Apple Imac 21.5	C02LJ4WMF8J3	26-10-2013	₹ 1,14,900	₹ 5,745

Laptops

1	Laptop	HP 4430s	INA212QX44	26-07-2012	₹ 45,402	₹ 2,270
2	Laptop	Dell Vostro 2420	B1VDBX1	17-01-2014	₹ 48,300	₹ 2,415
3	Laptop	Dell Vostro 2420	8GVDBX1	17-01-2014	₹ 48,300	₹ 2,415
4	Laptop	HP 240 G3	CND525D8QL	04-01-2016	₹ 38,651	₹ 1,933
5	Laptop	HP 240 G3	CND525DD95	04-01-2016	₹ 38,651	₹ 1,933
6	Laptop	HP 240 G3	CND53219ZT	04-01-2016	₹ 38,651	₹ 1,933
7	Laptop	DELL Inspiron 5558 Notebook	CKHCZ52	23-04-2016	₹ 48,825	₹ 2,441
8	Laptop	Lenovo V310-14IKB	LR09UD32	15-03-2018	₹ 41,390	₹ 2,070
9	Laptop	Lenovo V310-14IKB	LR09UD2F	15-03-2018	₹ 41,390	₹ 2,070
10	Laptop	Lenovo V310-14IKB	LR09SWH3	15-03-2018	₹ 41,390	₹ 2,070
11	Laptop	Lenovo V310-14IKB	LR09UD45	15-03-2018	₹ 41,390	₹ 2,070
12	Laptop	Lenovo V310-14IKB	LR9SWMH	15-03-2018	₹ 41,390	₹ 2,070
13	Laptop	Lenovo V310-14IKB	LR091ANR	15-03-2018	₹ 41,390	₹ 2,070
14	Laptop	Lenovo V310-14IKB	LR09SWNU	15-03-2018	₹ 41,390	₹ 2,070
15	Laptop	Lenovo V310-14IKB	LR09UD2R	15-03-2018	₹ 41,390	₹ 2,070
16	Laptop	Lenovo 14 Yoga520 QWIN	MP1BAJ32	30-04-2018	₹ 60,997	₹ 3,050
17	Laptop	ASUS S510U	J8NOCX10E79733D	13-11-2018	₹ 99,000	₹ 4,950
18	Laptop	ASUS S510U	J8NOCX10E745335	13-11-2018	₹ 99,000	₹ 4,950
19	Laptop	HP-250-G7	CND91249RZ	25-06-2019	₹ 62,500	₹ 3,125
20	Laptop	HP-250-G7	CND91267CK	25-06-2019	₹ 62,500	₹ 3,125

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21	Laptop	HP-250-G7	CND91267CW	25-06-2019	₹ 62,450	₹ 3,123
Printers						
1	Printer	HP Office Jet Pro 8100	CN258Q1R1	4-Aug-2012	₹ 7,218.00	₹ 361
2	Printer	HP Officejet 7000 WFP	MY255110WY	4-Aug-2012	₹ 13,842.00	₹ 692
3	Printer	HP Office Jet Pro 8600 Pluss	CN28KBR13T	2-Sep-2013	₹ 17,490.00	₹ 875
4	Printer	HP Office Jet Pro 8600 Plus	CN295B52P5	23-Feb-2013	₹ 17,490.00	₹ 874
5	Printer	HP Office Jet Pro 8600 Plus	CN31OB4J31	23-Feb-2013	₹ 17,490.00	₹ 875
6	Printer	HP All in one 3545e	CN41G2Q8RJ	25-Mar-2014	₹ 5,900.00	₹ 295
7	Printer	HP All in one 3545e	CN57R3327C	25-Mar-2014	₹ 5,900.00	₹ 0

Empty Cartridges					
S. No	Original Equipment Manufacturer	Cartridge Model Number	Type	Colour	Quantity
1	HP	CF 228A	Cartridge	B&W	26
2	HP	CF 280A	Cartridge	B&W	13
3	HP	CE 278A	Cartridge	B&W	109
4	Kyocera	TK 5275K	Toner	Black	6
5	Kyocera	TK 5275C	Toner	Cyan	3
6	Kyocera	TK 5275C	Toner	Yellow	3
7	Kyocera	TK 5275C	Toner	Magenta	3
8	HP	CF 230A	Toner	B&W	23
9	Samsung	D 203	Cartridge	B&W	8
10	HP	HCF 232A	Drum	B&W	4
11	HP	950XL	Ink Cart	Black	26
12	HP	951XL	Ink Cart	Cyan	16
13	HP	951XL	Ink Cart	Magenta	11
14	HP	951XL	Ink Cart	Yellow	13
15	HP	955XL	Ink Cart	Black	6
16	HP	955XL	Ink Cart	Cyan	3
17	HP	955XL	Ink Cart	Magenta	3
18	HP	955XL	Ink Cart	Yellow	3
19	HP	HP 678	Ink Cart	Black	10
20	HP	HP 678	Ink Cart	Tri-Colour	13
21	Lexmark	808 HKE	Toner	Black	20
22	Lexmark	808 HKE	Toner	Cyan	15
23	Lexmark	808 HKE	Toner	Magenta	13
24	Lexmark	808 HKE	Toner	Yellow	10
25	HP	728M	Cartridge	Magenta	1
26	HP	728Y	Cartridge	Yellow	1

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27	HP	728C	Cartridge	Cyan	1
28	HP	388A	Cartridge	B&W	50
29	Canon	0 46K	Toner	Black	6
30	Canon	0 46K	Toner	Cyan	4
31	Canon	0 46K	Toner	Magenta	3
32	Canon	0 46K	Toner	Yellow	3
33	Xerox	Xerox 7035	Toner	Black	24
34	Xerox	Xerox 7035	Drum	B&W	9
35	Canon	Canon NPG 67	Toner	Black	12
36	Canon	Canon NPG 67	Toner	Magenta	7
37	Canon	Canon NPG 67	Toner	Cyan	9
38	Canon	Canon NPG 67	Toner	Yellow	6
39	Xerox	Xerox C7025	Toner	Black	8
40	Xerox	Xerox C7025	Toner	Magenta	6
41	Xerox	Xerox C7025	Toner	Cyan	4
42	Xerox	Xerox C7025	Toner	Yellow	4
43	Xerox	Xerox C7025	Drum	Black	2
44	Xerox	Xerox C7025	Drum	Cyan	1
45	Xerox	Xerox C7025	Drum	Magenta	1
46	Xerox	Xerox C7025	Drum	Yellow	1
47	Canon	0 51	Cartridge	B&W	13
48	Canon	0 51	Drum	B&W	2
49	HP	277A	Cartridge	B&W	3
50	Canon	Canon T06	Cartridge	B&W	3
51	Xerox	Xerox 6515	Toner	Black	3
52	Xerox	Xerox 6515	Toner	Cyan	2
53	Xerox	Xerox 6515	Toner	Magenta	2
54	Xerox	Xerox 6515	Toner	Yellow	2
55	Canon	Canon NPG 67	Drum	Black	2
56	Canon	Canon NPG 67	Drum	Magenta	1
57	Canon	Canon NPG 67	Drum	Cyan	1
58	Canon	Canon NPG 67	Drum	Yellow	1
59	HP	CF 257A	Toner	Black	1
60	Lexmark	Drum Kit	Drum	Black	9

SECTION III

Forward Auction on GeM portal

1. General Terms and Conditions for Forward Auction on GeM portal

I. INTRODUCTION

1. Government e-Marketplace (“GeM”) is the National Public Procurement Portal; an end-to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous Institutions and Local Bodies, for procurement of common use goods & services. The portal is owned and managed by GeM SPV which is a Section 8 (Non- Profit) Company registered under the Companies Act, 2013.
2. “Seller/Auctioneer” is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs) and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State /PSU/Autonomous Bodies, as the case may be, for auctioning the goods/material/immovable assets on GeM.
3. “Bidder” shall mean any entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society’s Act / Statutory Bodies/ Individual etc., registered on GeM to participate in the Auctions on GeM. “Buyer” refers to the successful Bidder as declared by the Seller/Auctioneer.
4. These General Terms and Conditions (hereinafter referred to as “GTC”) are in addition to the item category specific Special Terms and Conditions (hereinafter referred to as “STC”) and Bid Specific Additional Terms and Conditions (hereinafter referred to as “ATC”), if any, incorporated by the Seller/Auctioneer in the relevant Bid document and shall form an integral part of the contract between the parties. In case of any conflict between any of the provisions of this GTC, STC and ATC, ATC will supersede the STC, which will supersede the GTC.

II. ROLE OF GeM

1. GeM acts as a facilitator for conducting Forward Auction on GeM portal/ website. Both the Bidders and the Seller/Auctioneer must register on GeM portal according to the prescribed procedure in order to participate in the Forward Auction. Once the bid is accepted and Intimation Letter / Sale Acceptance Letter is issued by the Seller/Auctioneer to the successful Bidder, the Contract will be deemed to be concluded between the Buyer and the

Seller/Auctioneer and both the Buyer and the Seller/Auctioneer will perform their respective obligations as per the GTC, STC and ATC.

2. GeM provides no guarantee or warranty as to the conditions of the goods/material/immovable assets or its quality or its fitness for any specific purpose or use and no complaint or any claim will be entertained by GeM in this regard.
3. The parties understand that GeM being an intermediary cannot be made a party to any dispute between the Seller/Auctioneer and the Buyer / Bidder.

III. TRANSACTION CHARGES

1. The successful Bidders /Buyer are liable to pay the transaction charges to GeM as per the applicable Revenue Policy for Forward Auction as available on the GeM portal/website.
2. The applicable Transaction Charges shall be paid by the successful Bidder to GeM within 3 (three) working days of winning the auction lot. GeM at its sole discretion can extend the time for payment of the transaction charge.
3. The Intimation Letter / Sale Acceptance Letter shall only be issued to the successful Bidder once the transaction charge, as per applicable policy has been paid to GeM by the successful Bidder. In the event, the successful Bidder does not pay the transaction charge within the time limit as prescribed by GeM, its bid is liable to be cancelled and the Seller/Auctioneer would be within its rights to initiate action.
4. Levy of Transaction Charges shall be subject to applicable taxes such as GST.
5. In the event the Seller/Auctioneer terminates the Contract without any default on part of the Buyer and decides not to sell the auctioned goods / materials / assets, the transaction charge shall be refunded to the successful Bidder by GeM. It is clarified that no refund of Transaction Charges shall be made in case the Seller/Auctioneer cancels the contract due to non- fulfilment of any contractual obligations by the Buyer or due to any omission /misleading /false information provided by the Buyer on the GeM Portal/ website.
6. It is clarified that no interest shall be paid to the Bidders / Buyer on any amount paid or deposited by them under any of the terms and conditions of the Forward Auction and subsequently found refundable to him.

IV. SUSPENSION OF ACCOUNT

GeM, at its sole discretion, may suspend account of any party for non-compliance of any terms and conditions of the Forward Auction including non-payment of transaction charges. GeM also reserves the right to debar any bidder/bidders due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such Bidder/Bidders in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the Bidder/Bidders pursuant to the Forward Auction. Any such order of debarment that may be passed by GeM shall be without prejudice to other right of actions available to the Seller/Auctioneer and/or GeM against the Bidder/Bidders under the terms and conditions of the Forward Auction.

V. SEVERABILITY

If due to any change in applicable laws, certain part of the GTC or any applicable STC/ ATC or any provisions of the GeM policies or portions thereof, becomes unenforceable, the remaining provisions shall continue in full force and effect so as to give effect to the intent of the parties.

VI. WEBSITE TERMS AND POLICIES UPDATION

The Buyers and Sellers/Auctioneers are advised to check GeM's website for terms and conditions as well as policies such as Privacy Policy and the Website Disclaimer at all times, as GeM may update the website and such terms, from time to time.

VII. BIDDING PROCESS

All bids on the GeM portal/ website are a firm commitment to purchase. The highest Bidder at the end of an auction (meeting the applicable minimum bid or reserve price requirements) will be declared as the successful Bidder and will be obligated to complete the transaction with the Seller/Auctioneer. All bids must be in Indian Rupees Only.

VIII. ROLE AND OBLIGATIONS OF THE BUYER / BIDDER

Earnest Money Deposit (EMD)

Bidders should deposit Earnest Money as prescribed in the form (either online or offline) and manner by the Seller/Auctioneer before participating in the

forward auction. No interest shall be payable upon submitted EMD or any other amounts payable by the Bidder to the Seller/Auctioneer/GeM."

IX. INSPECTION OF GOODS / MATERIALS / IMMOVABLE ASSETS

1. The Bidder should inspect the goods / materials / immovable assets at the Seller/Auctioneer's site with prior appointment with the Seller/Auctioneer Department and by observing the entry procedure as prescribed by the Seller/Auctioneer. The discretion to allow any person to inspect the goods/materials / immovable assets would rest solely with the Seller/Auctioneer.
2. The goods/ materials / immovable assets available for Forward Auction should be inspected at the appropriate site(s) as prescribed by the Seller/Auctioneer and the Bidders should thoroughly satisfy themselves about the nature, physical condition, quantity and quality, dimensions, size, weight of the materials / immovable assets and working conditions at the site as per procedure laid down by the Seller/Auctioneer. Any claim/complaint about the quantity, quality, condition, fitness for use, or any defect / error / inadequacy in the description of the materials /goods / immovable assets etc. will not be entertained after participation in bidding process or issue of Intimation Letter / Sale Acceptance Letter or sale of the lot.

X. QUALITY AND QUANTITY OF GOODS / MATERIALS

1. The goods will be sold on "As is where is" and "No complaint basis" in so far as physical condition of the same is concerned. The Bidders will therefore be deemed to have made themselves aware of the physical conditions, dimensions, size, weight, working conditions of the goods by inspecting the materials before submitting their Bids.
2. Where goods are sold on "lot basis" and not by unit weight/number basis, the entire material lying in the lot will have to be lifted by the Buyer without weighment, so as to clear the entire lot. The quantity if indicated against the respective lots are purely indicative and without any guarantee and the Seller/Auctioneer/ Owner shall not entertain any claim/complaint from the Buyer for any deficiency in quality, quantity, size, dimension or for refund of whole or any part of the purchase money or loss of profit or interest/damages or otherwise.
3. Where the goods are sold by "unit weight or unit number basis" and not on the basis of "Lot", the quantity indicated in such cases against the respective lots are purely indicative which in actual may turn out to be more or less than

the indicated quantity. In case of actual quantity turning out to be less than the indicated quantity after due completion of the lifting by the Buyer, the Buyer shall not be entitled to claim any damages, loss of interest or compensation on any other account, but shall be entitled to proportionate refund only.

4. Where there are items of more than one classification of any form in any lot and the Bidder has quoted in lumpsum for the entire lot instead of quoting in units per item, then no refund of any kind shall be entertained by Seller/Auctioneer/Owners if the quantity mentioned in the Auction Notice/ Bid turns out to be less at the time of delivery. However, if the quantity turns out to be more than the auctioned quantity, then the delivery of material shall be limited to auctioned/ bid quantity only.

XI. SALE / DISPOSAL / PROCESSING OF GOODS / MATERIALS / IMMOVABLE ASSETS

1. It shall be the responsibility of the Buyer / Successful Bidder to purchase and dispatch/ dispose off the goods / materials as per the applicable laws / regulations and no liability in this regard shall be attached to the Seller/Auctioneer.
2. The Buyer / Bidders shall also ensure that they have all the required authorizations, licenses, registration certificate etc. from the concerned departments and are in compliance with all the Statutory or State / Central Government Act / Law / Order / Rules etc. in order to purchase and dispatch/ dispose off the goods / materials/ assets. Such authorizations, licenses, registration certificate etc. shall be kept valid by the Buyer / Bidder for the entire period of the Contract, if awarded to them as well as the period of processing / disposing off the goods / materials under the Contract, failing which their Contract may be terminated at the sole discretion of the Seller/Auctioneer and no complaint in this regard will be entertained from the Bidder/ Buyer in this regard.
3. The Buyer shall ensure that in the event of Sale of Hazardous Waste Items all applicable Guidelines/ Notifications issued by the Central Pollution Control Board (CPCB) / Ministry of Environment & Forests (MOEF) from time to time, are complied by the Buyer. Additionally, the Buyer shall comply with all applicable rules / laws, wherever applicable, such as;
 - a) Batteries (Management & Handling) Rules, 2001 and its subsequent Amendments.

- b) Hazardous Wastes (Management & Handling) Rules, 1989 and its subsequent Amendments and / or the relevant statutory Act / Rules.
 - c) Solvent, Raffinate and Slop (Acquisition, Sale, Storage and Prevention of Use in Automobiles) Order, 2000
4. Scrap lots comprising of Hazardous waste including drain oil/waste oil shall be sold keeping in view the extant guidelines of Ministry of Environment & Forest as contained in the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 and second Amendment Rules, 2009, as amended from time to time, as notified by Ministry of Environment and Forests.
 5. Scrap lots comprising of scrap Batteries shall be sold keeping in view the extant guidelines of ministry of Environment & Forest as contained in Batteries (Management and Handling) Rules, 2011, as amended from time to time. Scrap lots comprising of E-waste shall be sold keeping in view the extant guidelines of ministry of Environment & Forest as contained in E waste (Management and Handling) Rules 2011, as amended from time to time.
 6. The Bidders/ Buyers shall also be responsible for ensuring that all Registration Certificates issued by State PCB / CPCB / MOEF are kept valid for the entire period of the contract, if awarded to them as well as the period of processing such Hazardous Waste item by them failing which their Contract may be terminated at the sole discretion of the Seller/Auctioneer and no complaint in this regard will be entertained from the Bidder in this regard.

XII. DELIVERY OF GOODS / MATERIALS

1. The Seller/Auctioneer will issue the delivery order/authorization letter to the buyer to lift the goods/ materials after receipt of the balance sale value. The free time period allowed to lift the goods/ materials is 30 (thirty) days for the lot value up to INR 5,00,000 (Indian Rupees Five Lakh) and 40 (forty) days for the lot value more than INR 5,00,000 (Indian Rupees Five Lakh) from the date of bid acceptance unless otherwise specified by the Seller/Auctioneer in STC / ATC / bid document.
2. The Buyer shall lift the goods/ materials by employing their own labour and transport at their own risk and cost from the area allotted to them within the time stipulated by the Seller/Auctioneer.
3. The Buyer shall lift the materials only from the lots / site / space as may be earmarked / demarked by the Seller/Auctioneer from time to time which

should be final and binding on the Buyer and they shall observe the rules and regulations and working hours as may be fixed by the Seller/Auctioneer.

4. The Buyer shall not lift or remove any material, which is not conforming to the delivery order/authorization letter issued by the Seller/Auctioneer. The Buyer shall remove the goods / lots only from the area earmarked / specified in the delivery order/authorization letter and the Seller/Auctioneer's decision shall be final and binding on the Buyer in this regard.
5. No picking, sorting, cutting or breaking of goods or materials sold will be permitted unless allowed and specified by the Seller/Auctioneer
6. If any damage or loss is caused to the workforce, materials or property of the Seller/Auctioneer or even if any claim arises against the Seller/Auctioneer by reasons of any act or commission or negligence on the part of the Buyer or on the part of their agents, representatives or employees, the Seller/Auctioneer shall be entitled to recover such losses or damages or claim as may be ascertained by the Seller/Auctioneer (which ascertainment shall be final and binding on the Buyer) from any amount due to the Buyer including the advances made / to be made by the Buyer as the Earnest Money/Security Deposit (as the case may be) without prejudice to the Seller/Auctioneer's rights to take further action under the contract as well as recover such losses, damages or claim from any other money due or becoming due under other transaction with the Seller/Auctioneer or from the Buyer directly.
7. All the motor truck/trailers/cranes and other material handling equipments of the Buyer shall be duly registered, taxes paid properly and otherwise properly maintained in accordance with Motor Vehicle Act or Rules or any other Acts / Rules in force.
8. The Buyer will have to fulfill the relevant provisions of all safety and security rules of the Seller/Auctioneer and shall have to be governed by the Rules under the Factories Act and any other statutory Act / Law / Rule prevailing from time to time in respect of themselves and their representatives, workmen and equipments. The Buyer(s) shall provide safety equipment and appliances to their workmen at their own cost.
9. The Buyer shall be fully responsible for the acts of their representatives / workers and shall fully indemnify the Seller/Auctioneer for losses or damages. The Seller/Auctioneer will not be responsible for any claim from labor employed by the Buyer. The Buyer shall wholly and fully be responsible for such claims for compensation either for accident or injury / death or damage caused to their employees / transport or to any of the

Seller/Auctioneer's employees or to others or to the the Seller/Auctioneer's property during the operation of the Buyer.

XIII. DEFAULT IN PAYMENT AND LIFTING OF GOODS/MATERIALS BY THE BUYER

1. Unless otherwise specified in the STC / ATC / Bid if the goods are not removed within the free time period as indicated above or as prescribed by the Seller/Auctioneer, they shall remain at the Buyer's risk until so removed and the Seller/Auctioneer shall be titled to recover from the purchaser the ground rent @ Rs 10/- per lot or part of a lot per day or part of a day, or 0.5 % of the value of the goods/ materials remaining undelivered per day or part of a day whichever is higher. Such ground rent or any other charges that may have been incurred by the Seller/Auctioneer shall be recovered from the Buyer before the goods are delivered. If such materials are not removed on payment of ground rent within 30 (thirty) days from the expiry of the period as prescribed, then the Seller/Auctioneer may at his discretion, terminate the contract and order resale of the goods and forfeit all the money paid by the Buyer in respect thereof without making any reference to the Buyer. The lot/materials shall deem to have been abandoned by the purchaser to all intents and purposes.
2. Unless otherwise specified in the STC / ATC / Bid if in case of failing to deposit the Payment within the stipulated time, the Buyer can deposit the balance sale value with payment of interest charges for the delays involving maximum up to 30 (thirty) days for lot value up to INR 5,00,000 (Indian Rupees Five Lakh) and maximum up to 40 (forty) days for lot value more than INR 5,00,000 (Indian Rupees Five Lakh) from the date of acceptance of bid, in exceptional circumstances with prior permission of the Seller/Auctioneer. The rate of interest charged on delayed payment will be 7% above the "Base rate of State Bank of India" as prevailing on the last date of payment originally indicated in the Bid. The EMD shall be forfeited, if the payment is not deposited by Buyer within the said maximum period of 30 or 40 days (as the case may be) and the Seller/Auctioneer may at his discretion, terminate the contract and order resale of the goods and forfeit all the money paid by the Buyer in respect thereof. Assignment
3. The Buyer shall not assign or sub-let this Contract or any part thereof without the written permission of the Seller/Auctioneer.

XIV. ROLE AND OBLIGATIONS OF THE SELLER/AUCTIONEER

1. The Seller/Auctioneer reserves the rights to accept or reject the highest bid after assigning the reasons and the Contract of any or all the lots may be allotted by the Seller/Auctioneer to one or more than one Bidder as Seller/Auctioneer may deem fit and no claim / complaint in this regard will be entertained by the Seller/Auctioneer.
2. The Seller/Auctioneer reserves its right to demand copy of any document / License /Certificate issued by any Statutory / Govt. Authority in favour of the Bidder, if required, under any Statutory or State / Central Government Act / Law / Order / Rules etc. before the start or during the auction.
3. The Seller/Auctioneer shall allow a reasonable number of the Buyer's authorized representatives/ workmen/ trucks at the sole discretion of the Seller/Auctioneer for entering the Worksite for the purpose of removal and transportation of the goods/ materials.

XV. PERIOD OF CONTRACT BETWEEN BUYER AND SELLER/AUCTIONEER

The Contract shall be treated as having come into effect with the issue of Intimation Letter / Sale Acceptance Letter by the Seller/Auctioneer to the successful Bidder. The period of contract will be up to the last date of validity of the Delivery Order / Authorization Letter (or the last date of last Delivery Order /Authorization Letter in case of instalment payments being allowed) issued by the Seller/Auctioneer, as the case may be or as specified in the Bid. Unless the materials are lifted within the stipulated time, the Contract for the quantity not lifted within the stipulated time shall be deemed to have been terminated and the Seller/Auctioneer shall be at liberty to dispose them off without prejudice to its rights against the Buyer. If, further material is left in the area allotted to the Buyer after the period of contract, the Seller/Auctioneer may at its sole discretion give the extension of time to the Buyer to complete the contract in all respect and the Buyer shall remove the materials during the extended period also at the same contracted rate as provided for subject to the price escalation clause if provided in the Bid or as otherwise prescribed by the Seller/Auctioneer.

XVI. INTEGRITY PACT

The Seller/Auctioneer as well as the Bidders /Buyer agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency



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and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

SECTION IV

General Conditions of Contract (GCC)

[A] DEFINITIONS

In this “Contract” 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 Contracts, 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 HR&ADMIN 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 Contract as Solar Energy Corporation of India Limited, New Delhi shall include the legal successors or permitted assigns of the Owner.
- 1.22 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.

1.23 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.

TENDER means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.

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

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

[B] GENERAL INFORMATION

2. INTERPRETATIONS

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

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

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

2.4 Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

2.5 The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

3. APPLICATION

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

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.

5. EARNEST MONEY DEPOSIT(EMD)

- 5.1** The applicability/Non-applicability of Earnest Money Deposit (EMD) is specified under Bid Information Sheet (Section-I, IFB).
- 5.2** The Bids must be accompanied with '**Earnest Money Deposit (EMD)**' in the form of 'Account payee Demand Draft, Banker's Cheque, Fixed Deposit Receipt 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 Contract. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.
- 5.3** The '**EMD**' is required to protect Employer/ Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.

- 5.4** Employer/ Owner shall not be liable to pay any Bank charges, commission, or interest etc. on the amount of 'EMD'.
- 5.5** Bid not accompanied with required amount of EMD shall be liable for rejection.
- 5.6** '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.
- 5.7** The successful Bidder's (H1 Bidder) 'Earnest Money Deposit' will be adjusted and settled against the invoice.
- 5.8** Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
- If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
 - If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
 - Violates any other condition, mentioned elsewhere in the contract including deviations or conditional bid.
 - In the case of a successful Bidder, if the Bidder fails to:
 - acceptance of the Intimation Letter/ Contract Agreement.
 - to accept 'arithmetical corrections'
- 5.9** All forms of guarantees submitted by the bidder—including but not limited to POI, Surety Bonds, Earnest Money Deposits (EMD), Performance Security, or any additional Bank Guarantees—shall include a claim period of not less than 30 days beyond the expiry of their respective validity periods.
- 5.10** **MSEs (Micro and Small Enterprises) registered under NSIC/ DIC/ Udyog Aadhar Only are exempted from submission of EMD.**

validity should be calculated and sufficed. The validity of the submitted EMD and bid validity need to be revised by respective Bidders in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

6. Payment Terms:

- i. The successful bidder (H1 bidder) shall make full payment (Less the EMD) in advance within 7 days of issuance of intimation letter by GeM, which can be remitted to the credit of Solar Energy Corporation of India Limited in the form 'either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favor of **Solar Energy Corporation of India Limited, New Delhi** Payable at New Delhi before lifting disposed items.
 - ii. Any additional payment if required, the same shall be made to SECI before taking delivery of the material. Only after receipt of total sale price, necessary delivery order will be issued by SECI.
 - iii. The liability on account of imposition or levy of any new or existing taxes / duties/ levies/ charges and/ or increase in rate of taxes / duties/ levies/ charges as levied by Local/ State/ Central Govt. concerning all in relation to the material / goods / immovable assets covered under the sale is entirely on Buyer and the Seller/Auctioneer shall not bear any liability or responsibility in this regard.
 - iv. In the event the Buyer fails to make the requisite payment within 07 days of the date of intimation letter / extended time stipulated, the sale relating to such lot can be cancelled at the discretion of the Seller/Auctioneer and the EMD deposited by the Bidder shall be forfeited in full and the Seller/Auctioneer shall be entitled to recover any incidental / consequential loss suffered by it as a result of such failure. The Seller/Auctioneer shall not be bound to give any notice to the buyer for the said forfeiture.
7. The Quantity of items shown is indicative, SECI reserves the right to add/delete/modify the quantity as found necessary.
8. The quantity of the items indicated in the list is approximately mentioned for finalizing tender and sale will be affected at actual quantity at the time of taking

delivery.

9. The inspection of material by the prospective bidders or their representatives are allowed in SECI office premises in Working Hours (10:00 AM to 5:00 PM) on date(s) specified on GeM portal by contacting IT Assistant / Staffs available in IT Division.
10. The bidder should take delivery of the items in one single turn **within 7 working days** from the date of **Delivery Order**, failing which 0.5% of bid order value per day will be charged extra after the stipulated time. In case of failure of lifting of the material within a maximum period of 10 days from the date of delivery order, **EMD** will stand forfeited and the contract may be terminated on the sole discretion of SECI.
11. Obtaining all statutory approval from the Govt. / Local bodies/ Police / Traffic wing required for purchase or clearing of materials is the sole responsibility of the successful bidder only. SECI cannot be held responsible for any delay or lapses in this regard.
12. All labour, tools and equipment for loading the items from Site to buyer's vehicles with all leads, lifts, etc., shall be at the cost of the buyer.
13. The complete work of condemnation shall be done without damaging any infrastructure of SECI premises. The successful bidder shall bear full responsibility for and compensate for any damages, losses, or deficiencies caused during or arising from the condemnation process of all the items listed in Annexure – A of Scope of Work.
14. All heaps of scrap materials shall be inspected by the successful bidder before making an offer. Once an offer is accepted, successful bidder will have to take delivery of the goods, notwithstanding all the faults and flaws, if any, in the condition or description etc. of the goods irrespective of whether it was actually inspected or not. No selection or sorting whatsoever of the goods will be allowed. The entire lot should be cleared by getting proper Gate Pass from

SECI and transportation of materials shall be done only during working hours of SECI. No materials will be allowed to go out after 5.00 PM on week days. Similarly, no materials will be allowed to go out on Sundays and Holidays. No other material should be removed from the site.

15. Any un-cleared or unnoticed materials left over by the successful bidder within the premises cannot be claimed later.
16. No enquiry of bidder shall be entertained once the material is lifted by them.
17. SECI also reserves the right to accept/reject the offers or cancel the whole tender proceedings without assigning any reason whatsoever. The decision of SECI will be final and binding on the bidder(s). BIDDERS are not entitled to claim any damage or compensation in case of such cancellation.
18. The E-waste being disposed is to be treated in line with applicable rules / notifications / guidelines etc. as may be prescribed by the Government. The successful bidder shall be responsible to ensure this action.
19. The successful Bidder shall indemnify, protect and save SECI against all claims, losses, costs, damages, expenses, action suits and other proceedings in respect of the material uplifted from SECI and recycled/processed by him as per E-waste (management and handling) rules notified by Ministry of Environment and Forests.

20. 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.

21. 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.

22. Canvassing

No Bidder is permitted to canvass to SECI on any matter relating to this document. Any Bidder found doing so may be disqualified and his proposal may be rejected.

23. Mutual Consultation

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

24. Arbitration

a. Settlement of Dispute

i. If any dispute or difference or claim occurs between the Owner and the Bidder 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 Bidder 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 Bidder shall each appoint one Arbitrator, and these two Arbitrators shall jointly appoint a third Arbitrator, who shall chair the Arbitration Panel. If the two Arbitrators do not succeed in appointing a third Arbitrator within Thirty (30) days after the later of the two Arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third Arbitrator which shall be the President, Institution of Engineers.

iii. If one party fails to appoint its Arbitrator within thirty (30) days after the other party has named its Arbitrator, the party which has named an Arbitrator may request the Appointing Authority to appoint the second Arbitrator.

iv. If for any reason an Arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original Arbitrator. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator (s).

v. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996 and the rules made thereunder and for the time being in force.

vi. The venue or arbitration shall be New Delhi.

vii. The award of the arbitrator shall be final and binding on the parties to this contract.

viii. The decision of a majority of the Arbitrators (or of the third Arbitrator chairing the Arbitration Panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

ix. The Arbitrator(s) shall give reasoned award.

x. Notwithstanding any reference to the Arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

xi. Cost of arbitration shall be equally shared between the Owner and the Bidder.

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.

25. 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.

26. Compliance of General Terms and Conditions of GeM

The bidder(s) must adhere to and comply with the GeM General Terms and Conditions (GTC) for Forward Auction unless otherwise mentioned in the tender document. The Terms and Conditions of the tender document supersedes the GeM GTC for Forward Auction.

27. DEBARMENT OF BIDDER

27.1 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. 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

• **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 firms shall be treated as allied firms. 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 firms will also be considered as allied firms.

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

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) Firms 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 firms, 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 bidders 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 bidders 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.

Other Provisions:

i) No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

ii) If case, any debar firms 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 firms 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 firms. 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 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 supplier and may get a written commitment from the supplier that its performance will improve.

28. Breach of Contract, Remedies and Termination

28.1 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.

28.2 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

a) 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.

28.3 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.

28.4 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 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 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.

29. Procedure for e-Forward Auction (e-FA):

1. The e-auctioning shall be conducted on (<https://www.gem.gov.in>). E-Auctioning shall be carried out on the date and time as intimated by SECI to the eligible bidders.
2. After PQ assessment and EMD validation, the eligible bidders will be notified the e-Auctioning notice by the GeM portal.
3. In case of substantially low response by the bidders & the total no of responsive bids to be less than 03 (Three), Owner/EMPLOYER reserves the sole discretion & all rights of proceeding/Non-proceeding with e-FA, against the management approval.

Evaluated Bid Values (EBV) for all the Bidders shall be compared to determine the lowest Evaluated Bid Value (EBV). Further, the Highest (H1) evaluated Bid as such, will be selected for the Notification of Award (NOA)/ Intimation Letter.

- Shortlisted bidders for e-Auctioning must login into the GeM portal atleast

15 minutes before the start time of e-auctioning.

- The minimum increment step for e-Auctioning is in the multiples of **Rs. 5,000/- (INR Five Thousand only)** in the Price bid (Firm value of the financial proposal as the total price of all the items mentioned in Annexure-A of scope of work) i.e. each increment shall be in multiples of **Rs. 5,000/- (INR Five Thousand only)**.

SECTION V

PQ ASSESSMENT CRITERIA

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 be 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 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.

1.1.7 The Bid Processing Fees and EMD are exempted for eligible bidders who are registered MSEs (Micro and Small MSMEs) under NSIC/ DIC/ Udyog Aadhaar Category only. As per Ministry of MSMEs (MoMSME) Gazette notification No. S.O. 4926(E) dated 18.10.2022 bidders will be eligible to avail all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from date of such upward change. The MSE bidder must submit relevant valid supporting document for seeking Bid Processing Fee & EMD exemption.

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

1. CoI, AoA and MoA (In case of Company)
2. Copy Of GST Reg. Certificate And PAN Card
3. UDYAM Reg. Certificate (If Applicable)
4. GeM Scrapper Registration Certificates
5. CPCB/SPCB Authorization Certificate
6. Detail of e-waste disposal units/factory with complete postal address, contact person and telephone/ mobile numbers
7. Forms and Formats required as per Section-VI of Tender Document.
8. First and Last pages of the Tender document

Note: All the documents mentioned above must be signed and stamped by the authorized signatory of the bidder.

SECTION VI

FORMS AND FORMATS

LIST OF FORMS & FORMATS

Format No.	Description
Format-I	COVERING LETTER
Format-II	GENERAL PARTICULARS OF THE BIDDER
Format-III	FORMAT FOR EARNEST MONEY DEPOSIT
Format-IV	"NO DEVIATION" CONFIRMATION
Format-V	DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.

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 GeM Forward Auction No.: -----dated ----- for
..... at SECI.

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the GeM GTC and Terms and Conditions of Forward Auction No.: _____ hereby submit our response. We confirm that in response to the aforesaid Forward Auction, we including have not submitted more than one response to the Forward Auction including this response. We are submitting application for Bidder for at SECI.

1. We give our unconditional acceptance to the GeM GTC and Terms and Conditions of Forward Auction, dated [*Insert date in*

dd/mm/yyyy], issued by SECI. In token of our acceptance to the Forward Auction, the same have been initialled by us and enclosed with the response to Forward Auction.

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 Forward Auction.

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-III from (Insert name of Bank providing BG) and valid up to and including in terms of Clause of this Forward Auction.

4. We have submitted our response strictly as per Terms and Conditions of this Forward Auction and GeM GTC, 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 Forward Auction, in the event of our selection as Successful Bidder.

7. We are enclosing herewith our response to the Forward Auction with formats duly signed as desired by you in the Bid Document for your consideration.

8. It is confirmed that our response to the Forward Auction is consistent with all the requirements of submission as stated in the Terms and Conditions of Forward Auction and subsequent communications from SECI.
9. The information submitted in our response to the Forward Auction 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 Forward Auction.
10. We hereby declare that our company has not been debarred / blacklisted 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 start date of Forward Auction or as per the published Forward Auction.

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.



Forward Auction for Condemnation of IT Items of SECI

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

GENERAL PARTICULARS OF THE BIDDER

Name of the Bidder	
Registered Office Address	
Address of the Bidder	
E-mail	
Website	
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 Auction	Yes No
GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

FORMAT FOR EARNEST MONEY DEPOSIT

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

Ref. _____

Bank Guarantee No. _____

Date: _____

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

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

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

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

mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

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

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

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

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

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

Signature _____

Name _____

Power of Attorney No. _____

For _____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Bank Contact Details & E Mail ID is to be provided

"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:

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

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

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

Bid No:

Date:

Sub: Bid for Forward Auction for condemnation of IT items of SECI

Dear Sir / Madam,

We hereby confirm that, we or any of our allied Bidder (ies) have not been on any banning list in current or past by SECI 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 SECI or the Ministry of New & Renewable Energy.

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

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



Forward Auction for Condemnation of IT Items of SECI

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

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal: