



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

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

**Tender**

**For**

**Interior cum Fit-out Work of Corporate Office Complex of  
Solar Energy Corporation of India Limited (SECI)**

**at**

**F-200 and F-300, Tower-F, World Trade Center New Delhi,  
Nauroji Nagar, New Delhi- 110 029**

**Tender No.: SECI/C&P/MI/00/0012/2025-26**

**Dated 01.04.2025**

**Tender Search Code on ISN-ETS: SECI-2025-TN000006**

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# **SECTION-I**

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

# **SOLAR ENERGY CORPORATION OF INDIA LIMITED**

(A Government of India Enterprise)



(DOMESTIC COMPETITIVE BIDDING)

(SINGLE STAGE TWO ENVELOPE BIDDING FOLLOWED BY E-REVERSE AUCTION)

UNDER E-TENDERING

INVITATION FOR BIDS (IFB)

FOR

INTERIOR CUM FIT-OUT WORK OF CORPORATE OFFICE COMPLEX OF SOLAR ENERGY CORPORATION OF INDIA LIMITED (SECI) AT F-200 AND F-300, TOWER-F, WORLD TRADE CENTER, NAUROJI NAGAR, NEW DELHI, 110 029

## **1. Introduction:**

- 1.1 Solar Energy Corporation of India Limited (SECI) is a CPSU under the administrative control of the Ministry of New and Renewable Energy (MNRE), set up on 20th Sept, 2011 to facilitate the implementation of JNNSM and achievement of targets set therein. It is the only CPSU dedicated to the solar energy sector.
- 1.2 SECI has its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and has purchased office space at F-200 and F-300, Tower-F, World Trade Center New Delhi, Nauroji Nagar, New Delhi- 110 029.
- 1.3 M/s ATKV Consultants Private Limited, a Company (hereinafter referred to as “ARCHITECT/CONSULTANT”) has been engaged by SECI for carrying out the Architectural and Engineering services including supervision of execution related to interior cum fit-out works of the proposed corporate office complex at F-200 and F-300, Tower-F, World Trade Center New Delhi, Nauroji Nagar, New Delhi 110 029

- 1.4 SECI, therefore **invites bids in Online Mode on ISN-ETS portal** from the eligible Bidders/ Companies to participate in the tender for the “**Interior cum Fit-out Work of Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at F-200 and F-300, Tower-F, World Trade Center New Delhi, Nauroji Nagar, New Delhi- 110 029**”
- 1.5 For the implementation of above-mentioned work/services, Bidders should submit their Techno Commercial & Price Bids/Proposals complete in all respect in **Online** on ISN-ETS portal.
- 1.6 **Earnest Money Deposit (EMD) (if applicable, as specified in Bid Information Sheet (Section-I, IFB))** to be submitted under **offline mode** in separate sealed cover's, super-scribed with “**Tender for the Interior cum Fit-out Work of Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at F-200 and F-300, Tower-F, World Trade Center New Delhi, Nauroji Nagar, New Delhi- 110 029**” at the following address so as to reach **on or before Last date & Time of submission of Bids** given in the published Tender document on ISN-ETS portal positively to

**Sh. Swapnil Gandhi, 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 359, Extn: 359;**  
**E-mail: [swapnil.gandhi@seci.co.in](mailto:swapnil.gandhi@seci.co.in); [contracts@seci.co.in](mailto:contracts@seci.co.in);**  
**[arya.sharma@seci.co.in](mailto:arya.sharma@seci.co.in)**

- 1.7 Bidder shall submit the Tender proposal, complete in all respect as per the Bid Information sheet.
2. The complete Bidding Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com>, Central Public Procurement portal (CPPP) of GoI at [www.eprocure.gov.in](http://www.eprocure.gov.in) as well as on SECI's website <http://www.seci.co.in>. However, for the purpose of participation, the official copy of the bidding documents shall only be downloaded from SECI's e-tendering portal at <https://www.bharat-electronictender.com>, as per the provisions available therein. Accordingly, the online bid also has to be uploaded by the respective bidders at <https://www.bharat-electronictender.com> only & no other mode of participation is permitted for this tender document other than ISN-ETS Portal.

3. Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com India Pvt Ltd (ETI), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s ETI, New Delhi to complete the registration formalities. The address of M/s ETI is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ETI are mentioned in the subsequent bidding documents.

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

For proper uploading of the bids on the portal namely <https://www.bharat-electronictender.com> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com India Pvt Ltd (ETI), New Delhi directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Owner in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

4. While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by SECI for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.**

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

5. A Single Stage Two Envelope Bidding Procedure followed by e-Reverse Auction will be adopted and will be processed as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed

as per the provisions of the Contract. It shall be noted that the respective rights of the Owner and the Bidder/ Contractor shall be governed by this Bidding Documents and Contract signed between the Owner and the Contractor for the package.

6. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com> and as indicated in the Bid Information Sheet.
7. Bidder shall submit bid proposal along with non-refundable Tender Processing Fees, Earnest Money Deposit (EMD) if applicable/ Bid Securing Declaration complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in offline/ online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fees and Earnest Money Deposit (EMD, if applicable) or Bid Securing Declaration will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
8. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com>. **It is mandatory to download official copy of Tender Document from ISN-ETS Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on ETI site. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETI site. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on ETI site shall prevail.**
9. Bidder selected shall be responsible for the performance of the following scope of work (more detailed in this tender document):  
  
**“Interior cum Fit-out Work of Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at F-200 and F-300, Tower-F, World Trade Center New Delhi, Nauroji Nagar, New Delhi- 110 029”.**
10. **Timeliness is the essence of this Contract. The Contractor has to ensure Continuous Services at all times and as per Schedule and time limits finalized by SECI and/ or given in this tender document. Prospective**

**Bidders may like to visit the Site and examine the same in order to understand the Scope of Work prior to submitting their response.**

- 11.** EMD/Bid Securing Declaration shall be enclosed in a sealed envelope and shall be submitted in the office of Owner (offline) whose mailing address is mentioned in the Bid Information Sheet.
- 12.** Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of the Notification of Award (NOA)/ Contract Agreement by the Owner.
- 13.** The Owner shall conduct e-Reverse Auction (e-RA), as per provisions of **Instructions to Bidders (ITB)** of Tender document.
- 14.** 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 are any differences between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

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

## **DISCLAMIER**

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within Ten (10) days from the date of notification of Tender/Issue of the Tender Documents, it shall be considered that the Tender Document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Tender Document including all formats and Annexures.
3. While this Tender has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.

## **BID INFORMATION SHEET**

The brief details of the tender are as under:

<b>1</b>	<b>Name of Work/ Brief Scope of Work/ Job</b>	<b>Interior cum Fit-out Work of Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at F-200 and F-300, Tower-F, World Trade Center New Delhi, Nauroji Nagar, New Delhi-110 029.</b>
<b>2</b>	<b>Tender No. &amp; Date</b>	SECI/C&P/MI/00/0012/2025-26 dated 01.04.2025
<b>3</b>	<b>Source of Funds</b>	Owner as defined in the Special Conditions of Contract (SCC) intends to finance the package through domestic funding and own resources.
<b>4</b>	<b>Type of Tender</b>	<b>e-Tender</b>
<b>5</b>	<b>Type of Bidding System</b>	<b>“Single Stage Two Envelope” online Bidding system followed by e-Reverse Auction.</b>
<b>6</b>	<b>Completion/ Contract Period</b>	<b>08 (Eight) Months from the Effective date.</b> As detailed under Special Conditions of Contract (SCC), Section-VI of the tender document.
<b>7</b>	<b>JV/Consortium</b>	NOT ALLOWED
<b>8</b>	<b>Number of Bids per Bidder</b>	Bidder shall submit only 'one [01] Bid' per bidder in the Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified. A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid.
<b>9</b>	<b>Cost of Bidding Documents</b>	Free of cost
<b>10</b>	<b>Bid Validity</b>	The bid validity period shall be 180 (One Hundred and Eighty) Days from the last date of submission of bids.
<b>11</b>	<b>Bid Currency</b>	INR (Indian Rupees)
<b>12</b>	<b>Tender Processing Fee (Non-Refundable)</b>	<b>Applicable.</b>  Amount: <b>INR 25,000/- (inclusive of 18% GST)</b> (Indian Rupees Twenty-Five Thousand only), in response to RfS, to be submitted to SECI, along with the response to RfS.
<b>13</b>	<b>Earnest Money Deposit (EMD)</b>	<b>Applicable.</b>  Amount: <b>INR 36,00,000/-</b> (Indian Rupees Thirty-Six Lakh Only). As detailed under Bid Data Sheet (BDS), Section-III of

		the tender document.
14	<b>Contract Performance Security</b>	<p><b>Applicable.</b></p> <p>The successful bidder shall furnish an unconditional and irrevocable Contract Performance Security within 30 days from the date of issuance of the NOA. <b>The value of the Contract Performance Security shall be 10% of the Total Contract value, valid for a total period of 11 (Eleven) Months (~08 Months for Contract Duration + 03 Months Additional) from the date of its issuance.</b></p> <p>As detailed under Special Conditions of Contract (SCC), Section-VI of the tender document.</p>
15	<b>Date, Time &amp; Venue of Pre-Bid Meeting</b>	Scheduled as per NIT on ISN-ETS portal and/or SECI website.
16	<b>Last date &amp; Time of Submission of Bids</b>	As per NIT on ISN-ETS portal
17	<b>Opening of Techno Commercial Bids</b>	As per NIT on ISN-ETS portal
18	<b>Financial Bid Opening</b>	The financial bids of Techno-commercially eligible bidders will be opened.
19	<b>e-Reverse Auction</b>	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
20	<b>Name, Designation, Address and other details (For Submission of Response to NIT)</b>	<p><b>Sh. Atulya Kumar Naik, Executive Director (C&amp;P)</b>  <b>Solar Energy Corporation of India Limited</b>  <b>6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2,</b>  <b>East Kidwai Nagar, New Delhi-110023</b>  <b>Tel: 011 24666 359, Extn: 359;</b>  <b>e-mail: <a href="mailto:swapnil.gandhi@seci.co.in">swapnil.gandhi@seci.co.in</a>;</b>  <b><a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>; <a href="mailto:arya.sharma@seci.co.in">arya.sharma@seci.co.in</a></b></p>
21	<b>Details of persons to be contacted in case of any assistance required</b>	<p>1) Sh. Sandeep Kumar  Dy. General Manager (C&amp;P)  Ph: 011-24666 231  <a href="mailto:sandeepprana@seci.co.in">sandeepprana@seci.co.in</a></p> <p>2) Sh. Swapnil Gandhi</p>

		<p>Sr. Engineer (C&amp;P) Ph: 011-24666 359 <a href="mailto:swapnil.gandhi@seci.co.in">swapnil.gandhi@seci.co.in</a></p> <p>3) Ms. Arya Sharma Executive Trainee (C&amp;P) Ph: 011-24666 293 <a href="mailto:arya.sharma@seci.co.in">arya.sharma@seci.co.in</a></p>
22	<b>Contact Details of the ISN-ETS Portal</b>	<p><b>M/s Electronic Tender.com (India) Pvt Ltd</b></p> <p>Registered Office: 6, Jain Mandir Road, New Delhi-110001 Corporate Office: 1001, City Court, M. G. Road, Gurugram - 122002, Haryana</p> <p>Contact Person: ETS Support Team Contact No.: +91-124-4229071, 4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays)</p> <p>e-mail: <a href="mailto:support@isn-ets.com">support@isn-ets.com</a></p>

### **Important Notes:**

1. Bids must be submitted strictly in accordance with Clause no. 9 of ITB depending upon Type of Tender as mentioned at Clause no. (4) of Bid Information Sheet. The IFB is an integral and inseparable part of the Tender document.
2. Bidder(s) are advised to bid strictly as per terms and conditions of the tender documents and not to stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from ETS Portal of ISN-ETS (<https://www.bharat-electronictender.com>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
4. No Manual/ Hard Copy of the Bid shall be acceptable.
5. Clarification(s)/ Corrigendum(s)/ Amendment(s) if any shall also be available on above referred websites.

**Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharatelectronicstender.com> and [www.seci.co.in](http://www.seci.co.in). No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on [www.seci.co.in](http://www.seci.co.in) and the details will be available only from <https://www.bharat-electronicstender.com>.**

# **SECTION-II**

## **INSTRUCTIONS TO BIDDERS (ITB)**

## **Preamble**

This part (Section - II) of the Tender Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Owner. It also provides information on bid submission and uploading the bid on ISN-ETS portal, bid opening, evaluation and on contract award. This Section (Section - II) contains provisions that are to be used unchanged unless Section - VI (Special Conditions of Contract), which consists of provisions that supplement, amend, or specify in detail, information or requirements included in ITB and that are specific to each procurement, states otherwise.

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

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

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

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## [A] – GENERAL

### 1. **SCOPE OF BID**

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

### 1.5 **Project Locations:**

- a. The proposed sites are located at F-200 and F-300, Tower-F, World Trade Center New Delhi, Nauroji Nagar, New Delhi- 110 029.
- b. The Technical Specifications including Tender Specific Drawings of both the floors are annexed as Annexure-A of the Tender document.
- c. The bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the required job. The costs of visiting the site shall be borne by the bidder.
- d. The bidder or any of its personnel or agents shall be granted permission by the Owner to enter upon its premises for the purpose of such visits, but only upon the express conditions that the bidder, its personnel and agents will release and indemnify the Owner/ Consultant and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- e. The bidder shall not be entitled to hold any claim against Owner/ Consultant for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

### 1.6 **Package Scope:**

- a. Under the subject tender, the contractor shall be fully responsible for design, engineering, testing (if applicable as per relevant standards), insuring, packing, loading, forwarding, transportation, unloading, supply on FOR destination site, storage and installation & commissioning of the supplied items and complete interior cum fitout work for proposed corporate office complex of Owner, as detailed in technical specifications, Section-VII of tender document and Annexure-A to the tender document. The contractor shall supply and install all the equipment/ materials to the satisfaction of Owner/ Consultant in line with provisions of the NIT documents.
- b. The contractor shall deploy a stable task force of well qualified and experiences executives (engineers/ supervisors) and workers for this work. The manpower proposed to be deployed for this work shall be guaranteed by contractor in his offer discipline wise and category wise (for engineers/ supervisors and workers) required for completion of services included under the scope of the specification.
- c. The contractor shall depute an executive to act as full-time overall coordinator and focal point for all interactions with SECI throughout the period of assignment. The bio-data of the engineering personnel proposed to be included in the task force should be enclosed with the proposal.
- d. The detailed scope of work and technical parameters is mentioned in Section-VIII of Tender document.

**The Owner reserves the right to increase/ decrease the quantity and scope of work without changing the unit price throughout the contract period including the warranty period, up to a ceiling of +/- 25% of the overall Contract Value depending upon the actual site conditions. Any deviations over and above +25% will not be considered however any compelling circumstances/situations required for the successful execution of the site activities above such tolerance levels, will be treated separately on case to case basis having full discretionary power to the Owner**

## **2. BIDS FROM CONSORTIUM/ JOINT VENTURE**

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

## **3. NUMBER OF BIDS PER BIDDER**

Unless otherwise specified in the Bid Information Sheet attached under Section

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

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

##### **4.1 COST OF BIDDING**

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

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

- a. A non-refundable Tender Processing Fee, if applicable, is to be submitted in the form of 'either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Tender Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB). Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.
- b. The Tender Processing Fee is exempted for MSE Vendors registered under NSIC/Udyog Aadhar/ DIC Category only.
- c. In case of any discrepancy/ non-submission of either offline or online bid documents by the bidder, the tender processing fee will be deemed as bidder's consent for participation in the bidding process. Henceforth, the tender processing fee shall be retained by Owner and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Owner. However, EMD, if applicable will be returned in this case.
- d. In the event of a particular tender being cancelled at any stage, the tender processing fee will be refunded to the concerned bidders without any interest charges within 30 days from the date of notification of cancellation of tender. No plea in this regard shall be entertained by the Owner. EMD, if applicable will also be returned in this case

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

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

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

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

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

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

6.1 A prospective Bidder requiring any clarification(s) of the Tender Documents may notify Owner in writing by e-mail or at Owner's mailing address indicated in the Bid Information Sheet no later than 02 (Two) working days after the pre-bid meeting (in cases where pre-bid meeting is scheduled) or 15 (Fifteen) days prior to the bid closing date (in cases where pre-bid meeting is not held). Owner reserves the right to ignore the bidders request for clarification if received beyond the aforesaid period. Owner may respond in writing to the request for clarification. Owner's response including an explanation of the query, but without identifying the source of the query will be uploaded on ETS Portal of ISN-ETS <https://www.bharat-electrontender.com> and/ or Owner's website [www.seci.co.in](http://www.seci.co.in).

6.2 Any clarification or information required by the Bidder but same not received

by the Owner at clause 6.1 above is liable to be considered as "no clarification/ information required".

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

## **7. AMENDMENT OF TENDER DOCUMENTS**

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

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

### **8. LANGUAGE OF BID**

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

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

### **9. DOCUMENTS COMPRISING THE BID**

The bid shall be submitted by the Bidder under “**Single Stage - Two Envelope**”

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

## 9.1 Hard Copy

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

**Sh. Sandeep Kumar (DGM)/ Sh. Swapnil Gandhi (Sr. Engineer)**  
**Solar Energy Corporation of India Limited**  
**6th Floor, Plate-B, NBCC Office Block Tower-2,**  
**East Kidwai Nagar, New Delhi-110023**  
**Tel: 011 24666 359, Extn: 359/231;**  
**e-mail: [swapnil.gandhi@seci.co.in](mailto:swapnil.gandhi@seci.co.in); [arya.sharma@seci.co.in](mailto:arya.sharma@seci.co.in);**  
**[contracts@seci.co.in](mailto:contracts@seci.co.in);**

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

Bidder should note that it's a complete "ONLINE BID" & no documents are to be submitted in Hard Copy (Except the Fundamental Bid Compliance documents).

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

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

## 9.2 Soft Copy

Online documents/Soft copy of the bid shall comprise of following documents to be uploaded on the ISN-ETS portal as per provisions therein.

### **I. As part of First Envelope**

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

- a. Earnest Money Deposit as per Clause 14 of ITB or as per the Format-IV, if applicable.
- b. Covering Letter as per Format-I.
- c. General particulars of the Bidder as per the Format-II.
- d. Financial Proposal as per Format-V.
- e. Bidders Experience/ Technical Proposal as per Format-VII.
- f. Annual reports along with a certification of Turnover of last 03 years as per Format-VIII\*.
- g. No Deviation Confirmation as per Format-IX.
- h. E-Banking Mandate Form as per Format-X.
- i. Board Resolution as per Format-XI for such authorization, if applicable.
- j. Power of Attorney as per Format-XII for such authorization.
- k. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format-XIII.
- l. Copy of GST registration No, PAN Card and Income Tax Registration/ITR filled.
- m. Undertaking regarding that the bidder has not been blacklisted by any Government Department/PSU as on the last date of submission of the bid.
- n. A self-certification duly attested by Authorized Signatory on the letter head of Bidder regarding a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager.
- o. A self-certification regarding having office of their own in Delhi/NCR on the letterhead of the Bidder/ Contractor (duly stamped and signed) indicating address and contact details.
- p. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.

\*In case the audited annual accounts for the year previous Financial Year are not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. MAAT shall mean Revenue from Operations as incorporated in the profit & loss account



excluding other income, e.g., sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turn over certified by a practicing CA/ Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

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

## **II. As part of Second Envelope**

- a. The Electronic Form of the bid for Second Envelope (Price-Part), the ISN-ETS portal, shall be duly filled. "Termed as ELECTRONIC FORM", shall be duly filled.
- b. Main Price Bid comprising as per Format-VI (SCHEDULE OF RATES (SOR)/PRICE BID), duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as MAIN BID".

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

- 10.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works/services as described in Tender Documents, based on the rates and prices submitted by the Bidder, and accepted by the Owner. The prices quoted by the Bidders should include the Goods & Service Tax (GST) components.
- 10.2 Prices must be filled in format for "Schedule of Rates [SOR]/ Price Schedule [PS]/ Bid Prices" as part of Tender documents. If quoted in separate typed sheets, such bids may be rejected.
- 10.3 Bidder shall quote for all the items of "SOR/ Price Bid" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR/ Price Bid" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 10.4 All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the bidder under the Contract, or for any other cause, shall be included in the "SOR/ Price Bid".

- 10.5 Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 10.6 In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the SOR/ PS.
- a. The term Change in Law shall refer to the occurrence of any of the following events pertaining to this tender only after the last date of the bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification, or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the tender.
- b. However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor, or (iii) any change on account of regulatory measures by the Appropriate Commission.

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

- 11.1 Contractor shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Contractor shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. Before releasing the payment to the Contractor. Owner shall not be responsible for any delay in payment release to the contractor in case the GST compliance is not fulfilled from the contractor side in any manner.
- 11.2 Contractor shall be responsible to comply with all the requirements of applicable provisions of GST. Contractor has to mandatorily get registered under GST at Central and relevant State(s). Contractor shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that Owner is not able to take Input Tax Credit (ITC) benefit of the taxes due to any fault of the Contractor, Owner shall be constrained to deduct the amount from the payments to be made to the

Contractor or recover the same in any other manner.

- 11.3 Bidders are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST tax is applicable.
- 11.4 The responsibility of payment of GST lies with the Bidder/ Contractor only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:
- a. Name, Address & Registration No. of such Person/ Contractor
  - b. Name & Address of the Person/ Contractor receiving Taxable Service
  - c. Description, Classification & Value of Taxable Service provided
  - d. GST Amount, if any.
  - e. HSN code of the Goods/Services.
  - f. Payments to Bidder/ Contractor for claiming GST amount will be made provided the above formalities are fulfilled. Further, Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Owner.
- 11.5 In case CBIT (Central Board of Indirect Taxes and Customs) brings to the notice of Owner that the contractor has not remitted the amount towards GST collected from Owner to the government exchequer, then, that contractor may be debarred from bidding in future tenders of Owner for given period as per the sole discretion of Owner.
- 11.6 In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -
- Any increase in the rate of non-ITC based GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the Owner.
- 11.7 Owner will reimburse the GST to the Contractor at actuals against submission of ITC based invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable

shall be modified in same proportion.

- 11.8 Owner will reimburse the GST to the Contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- 11.9 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable Owner to avail Input Tax Credit (ITC) (If applicable).

**12. BID CURRENCIES**

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

**13. BID VALIDITY**

- 13.1 Bids shall be kept valid for period specified in Bid Information Sheet (Section-I, IFB) from the final 'Bid Opening Date'. A Bid valid for a shorter period may be rejected by Owner as 'non-responsive'.
- 13.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Owner may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD, if applicable will '. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its 'EMD, if applicable will ' for the period of the extension and in accordance with "ITB: Clause-14" in all respects.

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

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

- 14.1 The applicability/Non-applicability of Earnest Money Deposit (EMD) is

specified under Bid Information Sheet (Section-I, IFB).

- 14.2 The Bids must be accompanied with 'Earnest Money Deposit (EMD)' in the form of either through NEFT/ RTGS transfer in the account of SECI or 'Demand Draft' or 'Banker's Cheque' [in favour of Solar Energy Corporation of India limited, New Delhi payable at New Delhi] or 'Bank Guarantee' as per the 'Format -IV' provided in Forms & Formats, Section-VII of tender documents. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.
- 14.3 The 'EMD' is required to protect Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-14.8".
- 14.4 Owner shall not be liable to pay any Bank charges, commission, or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks enclosed at Section-VII of Tender documents or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial bank having net worth more than INR 500 Crores (Indian Rupees Five Hundred Crores Only).
- 14.5 Bid not accompanied with required amount of EMD shall be liable for rejection.
- 14.6 'Earnest Money Deposit' of all the unsuccessful Bidders disqualified at the stage of evaluation, will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' of their respective disqualification.
- 14.7 The successful bidder's (L1 bidder) 'Earnest Money Deposit' will be discharged upon the Bidder's signing the 'Contract Agreement' and furnishing the 'Performance Security duly vetted by the Bank'.
- 14.8 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
- a. If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'.
  - b. If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice.
  - c. Violates any other condition, mentioned elsewhere in the tender document including deviations or conditional bid.
  - d. In the case of a successful Bidder, if the Bidder fails to:

- i. acceptance of the NOA/Contract Agreement.
- ii. to furnish "Performance Security.
- iii. to accept 'arithmetical corrections' as per provision of the clause 29 of ITB.

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

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

## 15. **CONTRACT PERFORMANCE SECURITY**

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

15.2 Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Section - VII, Forms and Formats of Tender documents or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth more than INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This Bank Guarantee shall be valid for a period in conjunction with the provisions mentioned under Section-VI, Special Conditions of Contract

(SCC).

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

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

- 15.5 The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care of the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value exceeds the ceiling of awarded contract price by more than 0.5%, the Contractor shall furnish additional Contract Performance Security on proportionate basis of the percentage as defined in the Special Conditions of Contract (SCC) for the additional amount in excess to the original contract value.
- 15.6 Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the NOA/ Contract Agreement & forfeit 100% of EMD if applicable in case Contract Performance Security is not submitted within 45 (Forty-five) days from the date of issuance of the NOA. However, total project completion period shall remain same. Part Security shall not be accepted. Effective Date shall be the date of issuance of Notification of Award or date as mentioned in Notification of Award.
- 15.7 If the Contractor/ Sub-Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the Owner or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the certificate of the

Engineer-in-Charge shall be final).

- 15.8 All compensation or other sums of money payable by the Contractor to the Owner under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Contractor by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by encashment of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.

**16. PRE-BID MEETING**

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

**17. SIGNINIG OF BID/TENDER DOCUMENT**

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



signing, must be typed or printed below the signature.

## **18. ZERO DEVIATION AND REJECTION CRITERIA**

- 18.1 **ZERO DEVIATION:** Deviation to terms and conditions of Tender Documents may lead to rejection of bid. Owner will accept bids based on terms & conditions of Tender Documents only. Bidder may note Owner will determine the substantial responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 28 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. Owner's determination of a bid's responsiveness is based on the content of the bid itself. Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.
- 18.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- a. Eligibility Criteria including General, Technical and Financial QR
  - b. Firm Price, Tender Processing Fees and Earnest Money Deposit
  - c. Tender Document Fees, if applicable
  - d. Specifications & Scope of Work
  - e. Schedule of Rates (SOR)/ Price Schedule (PS)
  - f. Duration/ Period of Contract/ Completion schedule
  - g. Period of Validity of Bid
  - h. Warrantee/Guarantee/ Defect Liability Period
  - i. Arbitration/ Resolution of Dispute/ Jurisdiction of Court
  - j. Force Majeure & Applicable Laws
  - k. Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

## **19. E-PAYMENT**

Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form

enclosed at Format-X in Section-VII, Forms and Formats of the Tender documents.

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

#### **20. SUBMISSION, SEALING AND MARKING OF BIDS**

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

<b>Offline Tender Documents for the “Interior cum Fit-out Work of Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at F-200 and F-300, Tower-F, World Trade Center New Delhi, Nauroji Nagar, New Delhi- 110 029”</b>	
<b>Tender Document No.</b>	<b>SECI/C&amp;P/MI/00/0012/2025-26</b>
<b>Last Date of Submission</b>	
<b>Bids Submitted by</b>	<b>(Enter Full name and address of the Bidder)</b>
<b>Authorized Signatory</b>	<b>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</b>
<b>Bid Submitted to</b>	<b>Solar Energy Corporation of India Limited (A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</b>

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

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

- 21.1 The bids must be submitted through e-tender mode not later than the date and time specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).
- 21.2 The offline documents of required specific documents must be submitted through courier/ registered post/ by hand not later than the date and time specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).
- 21.3 Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of Owner and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on ETS Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or Owner's website [www.seci.co.in](http://www.seci.co.in).

## **22. LATE BIDS**

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

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

Modification and withdrawal of bids shall be as follows: -

- 23.1 The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document with the due written consent from the authorized signatory of the bidder.
- 23.2 The modification shall also be prepared, sealed, marked, and dispatched in accordance with the provision of the clause 20 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

- 23.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of bidder's EMD, if applicable pursuant to clause 14 of ITB and rejection of bid.
- 23.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be unconditionally withdrawn.
- 23.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Owner shall forfeit EMD, if applicable paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Owner after following the due procedure.

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

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

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

#### **25. BID OPENING**

##### **25.1 Unpriced Bid Opening:**

Owner will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Information Sheet. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance. However, the presence of bidder(s) during unpriced bid opening is subjective and will depend on case to case basis against the sole discretion of Owner. As it's an online bidding system, Bidder's attendance during the Techno-commercial Bid opening in Owner's Premises is not envisaged, as the same may be observed by the respective bidders from their online login credentials of the e-tendering portal.

## **25.2 Priced Bid Opening:**

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

25.2.2 The price bids of those bidders who were not found to be technocommercially responsive shall not be opened.

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

## **26. CONFIDENTIALITY**

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

## **27. CONTACTING THE OWNER**

27.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Owner on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

27.2 Any effort by the Bidder to influence the Owner in the Owner's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the offer/Bid and action shall be initiated as per procedure in this regard.

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

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

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

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

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

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

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

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

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

## **29. CORRECTION OF ERRORS**

29.1 If there is a discrepancy between the unit price and the total price, which is

obtained by multiplying the unit price and quantity specified by the Owner, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

The subtotal, total price, or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for that particular line item for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

- 29.2 The amount stated in the bid will be adjusted by the Owner in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected.

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

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

**31. EVALUATION OF BIDS AND REVERSE AUCTION**

Bidders are required to submit their Price quotes as per the Price proposal format on ISN-ETS portal. Quoted Prices should be inclusive of Goods & Service Tax (GST) which shall be reimbursed by SECI on actual against documentary proof based on tax invoices raised by the bidder.

Proposals shall be evaluated as per evaluation criteria mentioned below:

### **31.1 Evaluation of Techno-Commercial Part (First Envelope):**

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

- a. overall completeness and compliance with the Technical Specifications of the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness,
- b. compliance with the time schedule,
- c. any other relevant technical factors that the Owner deems necessary or prudent to take into consideration,
- d. any deviations to the commercial and contractual provisions stipulated in the Tender Documents,
- e. details furnished by the bidder in response to the requirements specified in the Tender Documents.

### **31.2 Opening of Second Envelope by Owner:**

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

31.2.2 The prices and details as filled up in Electronic Form by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions and considered for award of contract as provided in ITB.



### 31.3 Evaluation of Financial Part (Second Envelope):

- 31.3.1 The Owner will examine the Price Part (Second Envelope) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed/digitally signed, and whether the bids are generally in order.
- 31.3.2 The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.
- 31.3.3 Arithmetical errors will be rectified in line with Clause no. 29 of ITB.
- 31.3.4 The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Tender Documents
- 31.3.5 Financial Proposal Content: After the technical evaluation, the Financial Bids of bidders will be opened. It is clarified that the Total Evaluated Bid Values (TEBV) inclusive of GST shall be considered for Financial evaluation and e-Reverse Auction (e-RA).
- 31.3.6 The Total Evaluated Bid Value (TEBV) shall be the sum of all the line items specified in all the following Sheets of the Schedule of Rates (SOR) inclusive of GST, i.e., **“Grand Total of All Work” in “Final SOR” sheet.**
- I. Civil & Interior (SOR-1A)
  - II. Ceiling Work (SOR-1B)
  - III. Partition and Doors (SOR-1C)
  - IV. Signage and Wallpaper (SOR-1D)
  - V. Toilet Cubical (SOR-1E)
  - VI. Blinds (SOR-1F)
  - VII. Kitchen Equipments (SOR-1G)
  - VIII. Furniture (SOR-1H)
  - IX. HVAC (SOR-1I)
  - X. Electrical (SOR-1J)
  - XI. UPS (SOR-1K)
  - XII. Fire Fighting (SOR-1L)
  - XIII. PHE (SOR-1M)
  - XIV. AV (SOR-1N)
  - XV. ELV-Summary (SOR-1O) and all 10 Chapters of ELV
  - XVI. Other Works (SOR-1P)

31.3.7 Total Evaluated Bid Values (TEBV) inclusive of GST for all the Bidders shall be compared based on the Format-VI (Schedule of Rates (SOR)/ Price Bid) of Section-VII submitted by the bidder as a part of Second Envelope and the lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA) subject to the successful bidder selected after e-RA.

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

31.3.9 The Total Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. The award shall be placed inclusive of GST with taxation bifurcation separately indicated as submitted by the successful bidder in the SOR format.

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

#### 31.4 e- Reverse Auction (e-RA):

31.4.1 The reverse auction shall be conducted on <https://www.bharat-electronictender.com>. e-RA shall be carried out on the day as intimated by SECI to the eligible bidders.

31.4.2 After financial bid evaluation, the bidders shall be shortlisted in the ascending order of price bid quoted. Keeping minimum 03 Bids eligible for e-RA, the H1 bidder (bidder with highest TEBV) will be eliminated at this stage itself and resultant as such, will be eligible for e-RA. In case more than one bidder is ranked as “H1” bidder, i.e., such bidders are at the same TEBV, all such bidders will be eliminated at this stage, subject to keeping minimum 03 bids eligible for e-RA. If the price bid quoted is same for two or more bidders, then all the bidders with same price bid shall be considered of equal rank/ standing in the order.

In case of substantially low response by the bidders & the total no. of responsive bids to be less than 03 (Three), Owner reserves the sole discretion & all rights of proceeding/Non-proceeding with e-RA, against the management approval.

Total Evaluated Bid Values (TEBV) inclusive of GST for all the Bidders shall be compared based on the Format-VI (Schedule of Rates (SOR)/ Price

Bid) of Section-VII submitted by the bidder as a part of Second Envelope and the lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA) subject to the successful bidder selected after e-RA.

- At least one week prior to e-RA, an advance intimation regarding the date and time of the e-RA will be sent by email to all bidders whose technical & financial bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-RA. Further at least two hours before the schedule start time of e-Auctioning, a system generated email for invitation for e-Auctioning will be sent to all those bidders only who have been shortlisted based on the criteria mentioned.
- Shortlisted bidders for e-Auctioning will be able to login into the ISN-ETS website of auctioning 15 minutes before the start time of e-auctioning.
- At the start of e-auctioning process, the bid along with the list of short-listed bidders shall be displayed with their pseudo names as their first round bid along with the Total Evaluated Bid Value (TEBV) inclusive of GST and the e-RA shall be conducted on Total Evaluated Bid Value (TEBV) inclusive of GST.
- The minimum decrement step for e-RA is in the multiples of INR 25,00,000/- (Indian Rupees Twenty-Five Lakh Only) in TEBV, i.e. each decrement shall be in multiples of INR 25,00,000/- (Indian Rupees Twenty-Five Lakh Only). At the end of the e-RA, the final discount offered by the bidder, in the form of price reduction so offered on the TEBV, shall be applied proportionately to each line item price of each sheet of the SOR quoted by the bidder initially in the financial bid. Accordingly, the revised reduced price of all of the line items of all the sheets of the SOR will be derived. This proportionate price reduction will be applicable on all the line items of all the sheets of the SOR, on which the e-RA has been actually conducted.
- While applying the price reduction obtained after e-RA, all the SOR line items of all the sheets of SOR can be straight away reduced by applying the % reduction factor uniformly on all the line items of all the sheets of Schedule of Rates (SOR).
- L2, L3, L4.... LN Bidders have to mandatorily apply their decrements suitably so as to beat the L1 price in the first go itself, else system will not

accept their respective Bids. However, at no stage, increase in TEBV of the SOR will be permissible.

- During e-RA, no revision in total price for which a bidder is considered qualified after evaluation of Technical Bid is allowed.
- The initial auctioning period will be of one (01) hour with a provision of auto extension by eight minutes from the scheduled/ extended closing time if any fresh bid is received in last eight minutes of auctioning period or extended auctioning period. If no valid bid is received during last eight minutes of auctioning period or extended auctioning period, then the e-auctioning process will get closed.

31.4.3 Following information will be displayed in the bidder's bidding window:

- First round TEBV as their start price initially and thereafter last quoted TEBV (i.e. the sum of their last quoted discounted price/value inclusive of GST).
- The auction will be conducted on the TEBV i.e. total sum of all the line items of all the sheets of SOR inclusive of GST.
- The list of last quoted TEBV (i.e. the sum of their last quoted discounted price/value inclusive of GST) of all bidders with their Pseudo Identities and their time of quote.

#### **31.4.4 Selection of Successful Bidder**

- a. Subsequent to the conclusion of e-RA, the bidder with lowest Total Evaluated Bid value (TEBV) inclusive of GST shall be the L1 Bidder and shall be declared as Successful Bidder.
- b. In case of tie among two or more bidders in the final quoted TEBV (i.e. the sum of their last quoted discounted price/value) at the end of e-RA, they will be considered in the chronological order of their last bid with preference to the bidder who has quoted his last bid earlier than others.
- c. In the above case, if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

- The bidder who has quoted lowest Total Price in their Price BID before commencement of e-RA shall be considered as L-1.
- If there is also a tie among any of these bidders, then L-1 will be the bidder who has the highest average annual turnover as per the documents submitted as a part of their bid.

31.4.5 At the end of selection process, a Notification of Award (NOA) will be issued to the Successful Bidder (L1 Bidder).

31.4.6 In all cases, SECI's decision regarding selection of bidder through E-Auctioning or even annulment of tendering process shall be final and binding on all participating bidders.

### 31.5 Other Instructions

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

The help information provided through 'ETS User-Guidance Centre' is available in three categories:

Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

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

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

### 32. **AWARD**

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

### 33. **NOTIFICATION OF AWARD**

- 33.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, in the form of “Notification of Award (NOA)” through e-mail/ courier/ registered post, that his Bid has been accepted.

Subject to "ITB: Clause-28", Owner will award the CONTRACT AGREEMENT in line with the forthcoming clauses, to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

- 33.2 Contract Period shall commence from the date of “Notification of Award” or as mentioned in the “Notification of Award”. The “Notification of Award” will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-34".
- 33.3 The “Notification of Award” shall be issued to successful bidder in duplicate as applicable. The successful bidder is required to return its duplicate copy duly signed and stamped on each page within 07 days of its issuance including all the Appendix, Annexures as a token of acceptance.
- 33.4 In case the successful bidder fails to acknowledge the acceptance of “Notification of Award” as mentioned above vide clause no. 33.3, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.
- 33.5 In case of Non-responsive/Non-acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

#### **34. SIGNING OF CONTRACT AGREEMENT**

- 34.1 Within 30 (Thirty) days of the release of “Notification of Award” by the owner, the successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Owner on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'state' specified.
- 34.2 In case the successful bidder fails to execute the ‘Contract Agreement’ as mentioned above vide clause no. 34.1, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed. Same shall constitute sufficient grounds for the forfeiture

of EMD, if applicable.

- 34.3 In case of Non-responsive/Non-acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

**35. CANCELLATION OF CONTRACT/ NOA**

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

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

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

- 36.1 Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I along with this ITB document.
- 36.2 Annexure-I deliberates in detail all consequences pertaining to clause no. 36.

**36.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS/ CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

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

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

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

- 37.1 From time to time, the Government of India lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.

As per the Procurement Policy for Micro and Small Enterprise (MSEs), MSEs registered under Udyam Registration are eligible to avail the exemption from Tender Processing Fees and EMD submission, if applicable upon production of valid registration certificate. However, exemption from paying Performance Bank Guarantee (PBG)/ Contract Performance Security (CPS) is not covered under the policy.

37.1.1 MSEs participating in the tender must submit the Udyam registration



certificate and the registration certificate must be valid as on last date of bid submission.

37.1.2 The MSEs, who have applied for registration or renewal of registration, but have not obtained the valid certificate as on last date of bid submission, are not eligible for exemption/ preference.

37.2 In case of JV/ Consortium, in order to avail the exemption to Tender Processing Fees and Earnest Money Deposit (EMD, if applicable), all the members of JV/ Consortium should be registered under Udyam Registration.

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

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

37.4 Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed 45 (forty-five) days after the supplies.

37.5 If subcontract is given to MSEs, it will be considered as procurement from MSEs.

37.6 To develop MSE vendors so as to achieve their targets for MSEs procurement, Central, the Procuring entity shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal.

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

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

a. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;

- b. A Treds, a joint-venture between Axis Bank and Mjunction Services; and
- c. Mynd Solution which runs M1 Exchange

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

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

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

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

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage

below the estimated cost, which would be automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of bid document so as to have a safeguard against the submission of abnormally low bid from the bidder.

In the case of predatory pricing as well, procuring entities may refer to the above consideration of Abnormally Low Bids to assist themselves in finalization of tenders. No provisions should be kept in the Bid Documents regarding the Additional Security Deposit/ Bank Guarantee (BG) in case of Abnormally Low Bids. Wherever, there are compelling circumstances to ask for Additional Security Deposit/ Bank Guarantee (BG) in case of ALBs, the same should be taken only with the approval of the Competent Authority.

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

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

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

#### **40. RISK OF REJECTION**

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

#### **41. INCOME TAX & CORPORATE TAX**

- 41.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 41.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 41.3 TDS under GST as may be applicable shall be deducted as per law of Government of India in vogue.

#### **41.4 MENTIONING OF PAN NO. IN INVOICE BILL**

- 41.4.1 As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/ services/ works/ consultancy services exceeding INR 2 Lakh per transaction.
- 41.4.2 Accordingly, bidder/ supplier/ contractor/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding INR 2 Lakh. As provided in the notification, in case bidder/ supplier/ contractor/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.
- 41.4.3 Payment of bidder/ supplier/ contractor/ consultant shall be processed only after fulfilment of above requirement.

#### **42. CHANGE IN LAW/ GST AND IMPOSITION OF NEW TAXES & DUTIES AS SPECIFIED UNDER THE TENDER DOCUMENT**

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

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

#### **43. ISSUES ON BANKING INSTRUMENTS E.G. BANK GUARANTEE**

##### **43.1 EMD/ Bid Security/ Bid Guarantee**

- 43.1.1 The bid security may be obtained in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, or banker's cheque or Bank Guarantee from any of the Commercial Banks or payment online in an

acceptable form, safeguarding the SECI's interest in all respects. In some cases, the EMD/Bid Security/Bid Guarantee which are submitted in the form of Bank Guarantee/ Payment on Order Instrument (POI), have its contents deviating from that given in the bidding documents. While such a Bank Guarantee/ POI, with value and validity different from that prescribed, may not be acceptable, it would not be prudent to reject a Bank Guarantee/POI with changed text but otherwise meeting the intent and purpose, as well as other important parameters such as value and validity etc. Accordingly, such cases need to be dealt with as described below.

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

- (i) The name of the project along with the Specification/RfS/ NIT Number, mentioned in the BG is different from the project for which bids have been invited.
- (ii) The firm/organization, on whose behalf the Bank Guarantee has been furnished, is different from the bidder.
- (iii) The Bank Guarantee is not of the prescribed value. However, in cases where the Bank Guarantee is in a currency other than that in which the bid guarantee amount has been mentioned, the shortfall, if any, up to 1% of the prescribed value (either in Dollars/Euro/ Indian Rupees) on account of discrepancy in exchange rate variation, shall be acceptable.
- (iv) The validity of the Bank Guarantee is less than the stipulated period. However, the shortfall, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable:

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

43.1.3 Notwithstanding the generality of para 44.1.2 above, the acceptance of the

Bank Guarantee (BG) towards Bid Security shall also be considered based on the following:

- (i) It shall be acceptable if the Stamp Paper used for the Bank Guarantee is purchased either in the name of the Issuing Bank or the Bidder (Lead partners of the Joint Venture in case of JV bidder). BG validity extension shall also be required to be executed on stamp paper.
- (ii) If the text of the BG is at variance from that of the format given in the bidding documents, the BG shall not be rejected merely on that ground. If required, it shall be examined in consultation with the Legal Department to ascertain whether it meets the required intent and purpose of bid security. If the BG is found to meet the intent and purpose of bid security despite the variance in text, or the variance is such that it is unlikely to have any impact in foreseeable future if the situation warrants encashment of BG, the Bank Guarantee shall be accepted.
- (iii) In case contradictions/ inconsistencies are observed in the value, validity, name of the beneficiary, name of the bank etc. at different places of the Bank Guarantee in the fillable part except in the Limitation of Liability para added by the issuing Bank, and/ or contradictions in the value indicated in figures and words, provided further that at least at one place the mentioned details match with the specified requirement, a confirmation from the issuing Bank shall be taken, in consultation with the Law/Finance Department, to ascertain whether the Bank Guarantee shall be honoured by the Bank in the event of encashment, for the requisite amount/ within requisite validity. If the Bank's confirmation is affirmative, whether by way of clarification or amendment to the Bank Guarantee, such Bank Guarantees shall be accepted as valid.
- (iv) If details SFMS (Structured Financial Messaging System) has been provided for creation (within the stipulated time) of BG, in favour of SECI or as specified in the bid documents, same be accepted as timely submission. However, details be verified with the concerned banks.

43.1.4 In general, the specified amount of EMD shall be 2%-5% of the estimated cost or otherwise as per tender condition, for contracts to be awarded, however, keeping in view the nature of procurement/ bidder's profile and other relevant factors (refer clause 6.3.2.ii), the value of required EMD may either be reduced or the requirement may be waived off in specific cases.

- 43.1.5 After the recommendations for award of a particular project are approved by the Competent Authority, the Earnest Money Deposit/ Bid Security/ Bid Guarantee (hereinafter referred to as 'EMD') of all the bidders, except the recommended bidder shall be returned promptly. L1 bidder EMD will be returned to respective SPD within 30 days from the verification of submitted Performance security from respective bank.
- 43.1.6 In case of Single Stage Two Envelope Bidding Procedure, the EMD of those bidders whose bids have been found to be non-responsive shall also be returned along with the unopened Price Bids (Archived in case of e-Bidding), after approval of the First Envelope Bid Evaluation Report.
- 43.1.7 The EMD of the recommended bidder, which has been retained as brought out at paras above, shall be returned promptly after the acceptance of the Contract Performance Guarantee submitted by the successful bidder to whom the Contract has been awarded.
- 43.1.8 In exceptional cases, in place of a Bid security, Procuring Entities after seeking approval of the competent authority may consider asking Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be suspended for the period of time specified in the request for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with the procuring entity
- 43.1.9 In appropriate cases, Submission of the bid security may be waived with the Competent Authority's (CA's) approval, especially in the case of indigenisation/development tenders, limited tenders and procurements directly from the manufacturer or authorised agents.

#### **44. POST- TENDER NEGOTIATIONS**

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

Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for

reduction of prices, they should be held only with the lowest acceptable bidder (L1), who is techno-commercially responsive for the supply of a bulk quantity and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates.

The circumstances where negotiations may be considered could be:

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

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

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

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

- a) It must be understood that, if the period of validity of the original offer



expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;

b) The tenderer to be called in for negotiations should be addressed as per the format of letter, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;

c) Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations. The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be considered. In case a bidder does not submit the revised bid, its original bid shall be considered.

#### **45. ISSUES ON ANNULMENT OF BIDDING PROCESS, SNAP BIDDING/RE-TENDERING/ E-REVERSE AUCTION**

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

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

In this case, the management recommends, the cancellation of the Tender process or sets out the mandatory grounds for cancellation. It will then be up to the Competent Authority to decide, on the basis of the circumstances of the case how to proceed.

The Procuring Entity may cancel the process of procurement or rejecting all bids at any time before intimating acceptance of successful bid under circumstances mentioned below. In case where responsive bids are available, the aim should be to finalise the tender by taking mitigating measures even in the conditions described below. If it is decided to rebid the tender, the justification should

balance the perceived risks in finalisation of tender (marginally higher rates) against the certainty of resultant delays, cost escalations, loss of transparency in re-invited tender. After such decision, all participating bidders would be informed and bids if not opened would not be opened and in case of manual tenders be returned unopened:

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

Approval for re-tendering should be accorded by the CA after recording the reasons/proper justification in writing. The decision of the procuring entity to cancel the procurement and reasons for such a decision shall be immediately communicated to all bidders that participated in the procurement process. Before

retendering, the procuring entity is first to check whether, while floating/issuing the enquiry, all necessary requirements and formalities such as standard conditions, industry friendly qualification criteria, and technical and commercial terms, wide publicity, sufficient time for bidding, and so on, were fulfilled. If not, a fresh enquiry is to be issued after rectifying the deficiencies.

- 45.2 In case, circumstances warrant annulment of bidding process before the deadline for bid submission/opening of bids, a 'general notification' to this effect shall be issued on the Procurement Portal/SECI's website. The decision of annulment shall also be intimated to the bidders through online/offline mode, as the case may be. The bids, if any, received by that time shall also be returned. However, once the bids are opened (Techno-Commercial and/or Price part), the recourse under this provision to reject all the bids shall be opted as a last resort, recording adequate justification for such action. In all cases such annulment shall be done with the approval of Competent Authority for award of Contract. However, in cases where the Competent Authority for award of contracts is the Committee of Directors/ Committee on Award of Contracts/ Board of Directors, the annulment shall be done with the approval of MD/CMD.
- 45.3 Rejection of any or all the bids, for reasons whatsoever, shall be with the approval of the authority competent to award the particular package. However, if the approval of award falls within the powers of sub-committee/ Board of directors, the rejection of bids shall be with the approval of MD/CMD. The proposal for annulment of bidding, after the bids are opened, shall be processed by the tender committee through Contracts, Indenting and Finance Depts., for the approval of the Competent Authority.
- 45.4 Once all the bids are rejected for reasons of lack of competition or higher prices, the project/ technical specification/ QR etc. may be reviewed by the Indenting Dept., as appropriate and the same may be suitably modified.
- 45.5 If fresh bids are invited based on the same bidding process, maintaining the prices of the bids as ceiling prices where prices are already open, the same shall be termed as Snap bidding. Snap bids can be invited from all those parties who had submitted their bids, with the provision that all the unit prices to be quoted in the revised bid cannot be higher than what were quoted in the original bid. If the unit price quoted in the revised bid are higher than what were quoted in initial bid, such bids shall be treated non-responsive and shall be rejected.
- 45.6 e-RA shall in general be conducted as per the guidelines in place. However, in case situation so warrants, e- RA may also be conducted in other cases if so directed by the Competent Authority for award of the Contract for justified

reasons.

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

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

**46. ISSUES ON ELIGIBILITY/INELIGIBILITY OF FIRMS FOR PARTICIPATION IN THE BIDDING PROCESS**

- 46.1 In case a bidder fails to honour its bids, after emerging as successful bidder in two or more cases within a period of one year, bids from such bidder for any of the ongoing projects or for future projects with originally scheduled date of bid opening falling within a period of one year, shall not be considered for acceptance and shall be treated as deemed non-responsive. The period of one year shall be reckoned from the incidence of first such event. Contracts & Procurement Department will keep a record of all such cases so as to present whenever required.
- 46.2 Any bid submitted by a bidder having Conflict of Interest, as defined in the Bidding Documents, shall be considered non-responsive.

**47. DEBRIEFING**

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

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

**48. GRIEVANCE REDRESSAL MECHANISM/COMPLAINT HANDLING SYSTEM (IF IN PLACE)**

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

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

48.3 If the grievance is against the decision, action or omission of an executive(s) including Tender Committee members of the level of GM or below or against the decision taken by SECI in the cases falling in the award approving power of GM or below, the application shall be deliberated and processed by a Grievance Redressal mechanism by the formation of a committee against the approval of Competent Authority.

48.4 If the grievance is against the decision, action or omission of an executive(s) of the level of Director or against the decision taken by SECI in the cases falling in the award approving powers of Director or higher, the application shall be deliberated and processed by a panel of Independent External Monitors (IEMs).

48.5 The Committee shall examine and deliberate the merits of the bidder's complaint and the decision shall be communicated in writing to the concerned bidder within 30 days from the date of receipt of the application or any other such period, if any, as may be specified in the Bidding Documents.

48.6 During procurement process prior to award of contract, the review shall be done for grievances of only those bidders who have participated in the procurement proceedings.

48.7 During the grievance redressal, information which impair the fair competition or is prejudicial to the legitimate commercial interests of one or more participating bidders shall not be disclosed.

48.8 The request for review on the following matters shall not be entertained:

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of bidders in the procurement process
- (c) The decision to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of provisions of confidentiality

**49. ISSUES ON QUALIFICATION REQUIREMENTS**

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

## **Annexure-I**

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

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

- 1.1 “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- 1.2 “Fraudulent Practice” means and include any act or omission committed by a Bidder/ Contractor or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive to influence a selection process or during execution of contract/ order.
- 1.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
- 1.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- 1.5 A “Vendor/ Supplier/ Contractor/ Consultant/ Bidder” is herein after referred as “Agency”
- 1.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the “Committee” concerned.
- 1.7 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- Whether the management is common.
  - Majority interest in the management is held by the partners or directors of

banned/ suspended firm.

- c. Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

1.8 “Investigating Agency” shall mean any department or unit of Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Owner, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

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

#### **a. During execution of contract:**

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

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

After conclusion of process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Security submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to



the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

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

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

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

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

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

**2.3 Period of Banning**

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

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

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

3.1 If an agency is banned, such agency shall not be considered in ongoing tenders/ future tenders.

3.2 However, if such an agency is already executing other order(s)/ contract(s)

where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency shall be allowed to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the contract.

3.3 If an agency is banned during tendering and irregularity is found in the case under process:

3.3.1 after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.

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

3.3.3 after opening of price bid, EMD, if applicable made by the agency shall be returned; the offer/Bid of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ misappropriation of facts committed in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

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

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

##### **4.2 Suspension Procedure:**

4.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to

Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

- 4.2.2 During the period of suspension, no new business dealing may be held with the agency.
- 4.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- 4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- 4.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from Owner.

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

### **4.3 Effect of Suspension of business:**

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

- 4.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- 4.3.2 If an agency is put on the Suspension List during tendering:
  - i. after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.
  - ii. after opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.
- 4.3.3 The existing contract(s)/ order(s) under execution shall continue.

- 4.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency(ies) are on banning list of Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

## **5. Debarment of Bidders/ Contractors**

5.1 Registration of Bidders/Contractors 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

## **5.2 Definitions:**

a) Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

b) Allied firm: All concerns which come within the sphere of effective influence of the debarred 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’, ‘Blacklisting’ etc. convey the same meaning as of “Debarment”.

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

- i) A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
- ii) 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 of SECI.

#### **5.4 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.

## Annexure-II

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

**1. General:** Special Instructions (for e-Tendering).

**Submission of Online Bids is mandatory for this Tender.**

- 1.1 This section contains detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/ tender document.
- 1.2 Bidders who wish to participate in e-tenders must go through the ‘instructions in respect of e-Tendering essentially covering security settings required for bidder’s PC/ Laptop, uploading and checking the status of digital signature in the bidder’s PC/ Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/ Bid etc.
- 2. About E-Tender Portal (Web):** Solar Energy Corporation of India Limited (SECI) has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the ETS Portal of M/s ElectronicTender.com (India) Pvt. Limited (<https://www.bharat-electronictender.com>) through ISN Electronic Tender Services Private Limited (referred as ISN-ETS) (referred hereunder as “E-Tender Portal”) and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/ Price Schedule (Price Bid) in note and attachment folder, as applicable, and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.
- 3. Pre-requisite for participation in bidding process:** The following are the pre-requisite for participation in e-Tendering Process:
- 3.1 PC/ Laptop with Windows OS, Internet Explorer/ Mozilla Firefox/ Chrome browser:** Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9/ Mozilla Firefox/ Chrome browser for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.



- 3.2 Internet Broadband Connectivity:** The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS Portal for downloading the Tender document and uploading/submitting the Bids.
- 3.3 A valid e-mail Id of the Organization/ Firm**
- 3.4 E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, SECI has decided to use the portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN Electronic Tender Services Private Limited (referred as ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

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

**Tender Bidding Methodology:**

- a. Sealed Bid System
- b. Single Stage Two Envelope
- c. Auction
- d. The sealed bid system would be followed by an 'e-Reverse Auction'

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

- 4.1 Broad Outline of Activities from Bidder's Perspective:
- 4.1.1 Procure a Class III Digital Signing Certificate (DSC).
  - 4.1.2 Register on Electronic Tender System® (ETS)
  - 4.1.3 Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
  - 4.1.4 View Notice Inviting Tender (NIT) on ETS
  - 4.1.5 For this tender -- Assign Tender Search Code (TSC) to a MA
  - 4.1.6 Download Official Copy of Tender Documents from ETS Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure

- official copy of Tender Documents for that tender.
- 4.1.7 Clarification to Tender Documents on ETS
    - a. Query to SECI (Optional)
    - b. View response to queries posted by SECI
  - 4.1.8 Bid-Submission on ETS
  - 4.1.9 Respond to SECI Post-TOE queries
  - 4.1.10 Participate in reverse auction if invited

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

## **4.2 Digital Certificates**

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

## **4.3 Registration**

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

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

### **Important Note:**

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

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

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

**ETS Helpdesk**

**Phone: +91-124-4229071, 4229072**

**e-mail: [support@isn-ets.com](mailto:support@isn-ets.com)**

**Remarks: 1000 hrs to 1800 hrs on all working days i.e. from Monday to Friday except Government Holidays.**

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

The bid shall be submitted by the Bidder under “**Single Stage - Two Envelope**” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - **First Envelope** (also referred to as Techno - Commercial Part) and **Second Envelope** (also referred to as Price Part) shall comprise of all the documents mentioned in clause “9. Documents Comprising of the Bid” of Instruction to Bidders (ITB), Section-II.

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

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

As part of the Electronic Encrypted® functionality, the contents of both the 'Electronic Forms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-

encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

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

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

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

## **7. Other Instructions:**

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

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

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

## **8. Seven Critical Do's and Don'ts for Bidders**

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

- a. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
- b. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
- c. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- d. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
- e. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)
- f. It is the responsibility of each bidder to remember and securely store the

Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, Owner may ask for re-submission/clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by Owner, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD, if applicable shall be refunded. No request on this account shall be entertained by Owner.

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

#### **NOTE:**

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

## **9. Content of Bid**

### **9.1 Un-Priced Bid**

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

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

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

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

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

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

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

**Note:**

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

Inadvertently, if a document is uploaded in Collaboration Folder (C Folder) by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/ modified document prior to due date & time.

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

## 9.2 Price Bid

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

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

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

**10. Submission of documents:**

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

**11. Last date for submission of bids:**

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/ revise the same on or before the last date and time of submission. The system time displayed on ISN’s e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

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

**12. Internet connectivity:**

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

**Additional DO’S AND DON’TS FOR BIDDERS Participating in e-Reverse Auction**

1. Get your organization's concerned executives trained for e-Reverse Auction



related processes on ETS well in advance of the start of e-Reverse Auction.

2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is not preceded by a sealed-bid stage), pay your EMD, if applicable on ETS well in advance of the start of e-Reverse Auction bidding.
5. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is not preceded by a sealed-bid stage), pay the Bid Processing Fee well in advance of the start of e-Reverse Auction bidding.
6. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

# **SECTION-III**

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

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

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

<b>S. No.</b>	<b>ITB Clause Ref. No.</b>	<b>Bid Data Details</b>
1.	Scope of Bid (ITB Clause 1.1)	<p><b><u>The Owner is:</u></b></p> <p>Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>Kind Attn.: Executive Director (C&amp;P)/ Deputy General Manager (C&amp;P) Telephone Nos.: - 0091-(0)11-24666200; Extn: 200 e-mail: - <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>;</p>
2.	Earnest Money Deposit (EMD) (ITB clause 14)	<p><b><u>Add following to the existing clause:</u></b></p> <p><b>14.10 The Earnest Money Deposit (EMD) is exempted for MSE bidders registered under Udyam Category only. The MSE bidder must submit relevant valid supporting document for seeking Bid Processing Fee &amp; EMD exemption. To avail the exemption in Bid Processing Fee in case of consortium/ JV, all the members should be registered as MSE Vendors under Udyam Category.</b></p>
3.	Zero Deviation & Rejection Criteria (ITB Clause 18.1 & 18.2)	<p>Clause No 18.1, Zero deviation &amp; Clause No 18.2, Rejection Criteria should be read in conjunction to each other &amp; both clauses' points mentioned should complement each other.</p>
4.	Deadline for Submission of Bids (ITB Clause 21.2)	<p><b><u>Add following to the existing clause:</u></b></p> <p>For hard copies of bid submission purpose, the address of the Owner is:</p>

S. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Solar Energy Corporation of India Limited, 6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>Kind Attn.: Executive Director (C&amp;P)/ Deputy General Manager (C&amp;P) Telephone Nos.: - 0091-(0)11-24666200; Extn: 200 e-mail: - <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>;</p>
5.	Bid Opening (ITB Clause 25.1)	<p><b><u>Add following to the existing clause:</u></b></p> <p>The bid opening shall take place at:</p> <p>Solar Energy Corporation of India Limited, 6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p>
6.	Signing of Contract Agreement (ITB Clause 34)	<p><b><u>Add following to the existing clause:</u></b></p> <p>State/Place of which stamp paper is required for Contract Agreement: <b>Delhi NCR</b></p> <p>The value of stamp paper will be INR 100/-</p>

# **SECTION-IV**

## **QUALIFYING REQUIREMENTS (QR)**

## QUALIFYING REQUIREMENTS

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

### 1. GENERAL ELIGIBILITY CRITERIA

- 1.1 The bidder should be an Indian company registered in India meeting the technical and financial eligibility requirement (s) as set forth in this section. Further, Government owned Enterprises registered and incorporated in India are also allowed to participate in this tender. 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.
- 1.2 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.
- 1.3 The Bidder should have not been debarred by SECI/ Ministry of New & Renewable Energy (MNRE) or any other Government body for future bidding due to "poor performance" or "corrupt and fraudulent practices" or any other reason in the past. Further, neither bidder nor their allied agency(ies) should be on the banning list of SECI or the Ministry of New & Renewable Energy (MNRE).
- 1.4 The Bidder should submit a **Self-Certification on the letter head of bidder** that the bidder has not been blacklisted for business by any Government Department/PSU over the last three years i.e. as on the last date of bid submission in the current financial year and the last three financial years.
- 1.5 It shall be the sole responsibility of the bidder to inform Owner in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- 1.6 The Bidder should not be under any liquidation court receivership or similar proceedings on the due date of submission of bid.

- 1.7 **Earnest Money Deposit (EMD) exempted for MSE bidder's registered under Udyam Registration Category only. The MSE bidder must submit relevant valid supporting document for seeking EMD exemption.**
- 1.8 Bids by Consortium/ JV are not allowed for participation under this tender.
- 1.9 Limited Liability Partnerships Firm, Proprietorships Firm, Partnerships Firm, NGOs, Charitable Trusts and Educational Societies are not eligible for participation in this tender. As the Limited Liability Partnerships Firm, Proprietorships Firm, Partnerships Firm, NGOs, Charitable Trusts and Educational Societies in any form are not allowed to participate in the tendering process, hence any such firm/entity having MSE status is also not eligible to participate in the bidding process (either individually or in Joint Venture/ Consortium).

## **2. TECHNICAL ELIGIBILITY CRITERIA**

The Bidder can participate through below mentioned qualifying Criteria. The Bidder shall be considered meeting technical criteria as mentioned below: -

- 2.1 The bidder must have at least three years' experience (ending month of March prior to the bid opening) of providing similar type of services.
- 2.2 The bidder must have successfully completed "**Similar Work**" ("**Similar Work**" means "**Interior cum fit-out work/ Turnkey Interior Works/ Civil, Carpentry, and MEP Works/ Design, Supply, and Installation of Interiors/ Renovation and Interior Furnishing**" to the Govt./ CPSUs/ JVCs of CPSUs/ Private organizations/ Autonomous Bodies/ Companies/ Institutes/ MNCs), over the last three years i.e. as on the last date of bid submission in the current financial year and the last three financial years: -
- 2.2.1 At least one similar completed work costing not less than the amount equal to **INR 29 Cr.** (Indian Rupees Twenty-Nine Crores Only) inclusive of all taxes; or
- 2.2.2 At least two similar completed works each costing not less than the amount equal to **INR 18 Cr.** (Indian Rupees Eighteen Crores Only) inclusive of all taxes; or
- 2.2.3 At least three similar completed works each costing not less than the amount equal to **INR 14 Cr.** (Indian Rupees Fourteen Crores Only) inclusive of all taxes.

**(Documents Required:** Proof of documentation conforming above experience details/ Client Work Order/ Contract Agreement along with Completion Certificate/ Performance Certificate/ Successful Order execution confirmation from client side indicating scope of assignment, name of client(s), value of assignment, date & year of award etc).

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

### **3. MANAGERIAL CAPABILITY CRITERIA**

- 3.1 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.
- 3.2 A Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager. A self-certification duly attested by Authorized Signatory on the letter head of Bidder should submit along with the bid.

### **4. FINANCIAL ELIGIBILITY CRITERIA**

The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2021-22, FY 2022-23 & FY 2023-24) should be **INR 14 Cr. (Indian Rupees Fourteen Crores Only)\***.

AND

The net worth for the last financial year should be positive. "Net Worth" of the Bidder shall be calculated as per the Companies Act, 2013.

AND

The bidder should have a minimum Working Capital of **INR 9 Cr. (Indian Rupees Nine Crores Only)** as per the last audited financial statement. If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than INR 500 Crores, confirming availability of the line of credit for more than or equal to **INR 9 Cr.**



**(Indian Rupees Nine Crores Only)** to meet the working Capital requirement of this particular Project.

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

The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net-Worth for the purpose of verification.

The "Net Worth" of the Bidder shall be calculated as per Company Act 2013. Other income (as per the Companies Act, 2013 including amendment/clarifications), shall not be considered while calculating annual turnover.

Financial data for latest last three audited financial years has to be submitted by the Bidder in the attached Format in Forms & Formats of the tender document along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his/her stamp and signature.

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

- a) Documentary evidence including PO/ WO and Completion Certificate/ Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders.
- b) Copies of relevant Certificates issued.
- c) Copy of Bidder's **Self Certification on Letterhead of bidder** being not blacklisted/ barred for taking business by any Government Department/ PSU.
- d) Certified copies of registration certificates.

e) Documents showing proof of turnover during last 3 financial years.

5. The tender submission of tenderers, who do not qualify the technical eligibility criteria & Financial criteria stipulated in the clauses above, shall not be considered for further evaluation and therefore would be rejected. However, SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder. The mere fact that the tenderer is qualified as mentioned in the financial criteria shall not imply that its bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender as prescribed.
6. **Non-compliance of any of the above conditions will result in technical disqualification of the party. Financial bid of the technically disqualified party(ies) will not be considered.**
7. Notwithstanding anything stated above, Owner reserves the right to assess the Bidder's capability and capacity to perform the contract should the circumstances warrant such assessment necessary in its overall interest. Bidder may have to produce originals of documents submitted to qualify against the package, which shall be returned after verification & shall not be retained by Owner. Authenticity of documents submitted by Bidders may also be verified by Owner as deemed fit through its own sources.
8. Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.
9. **IN CASE ANY DOCUMENT SUBMITTED BY A BIDDER IS FOUND TO BE FORGED OR FAKE, OWNER RESERVES ITS RIGHT TO TAKE APPROPRIATE ACTIONS FOR SUCH MALPRACTICES INCLUDING FOREFEITURE OF EMD AND/ OR BANNING OF BUSINESS/ BLACKLISTING ETC.**

## **SECTION-V**

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

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## [A] DEFINITIONS

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

### 1. **DEFINITION & ABBREVIATIONS**

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

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

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

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

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

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

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

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

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

#### 1.7 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within

the meaning of the Chartered Accountants Act, 1949.

- 1.8 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.9 **CONTRACT** shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 1.10 **CONTRACT DOCUMENTS** mean collectively the Tender Documents, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the Limited Tender and acceptance thereof.
- 1.11 **CONTRACTOR/ SUCCESSFUL BIDDER** means the person or the persons, firm or Company or corporation whose tender has been accepted by the Owner and includes the Contractor's legal representatives his/ her successors and permitted assigns.
- 1.12 **CONTROLLING OFFICER** means the authorized Controlling Person/body of the contract from Projects 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. The Engineer-In-Charge for the subject Work shall be:

**Sh. Manish Kumar**  
**Deputy General Manager (Civil)**  
e-mail: [manish.kumar.verma@seci.co.in](mailto:manish.kumar.verma@seci.co.in)  
Telephone: +91 (011)-24666-216

- 1.16 **EFFECTIVE DATE** means the date of issuance of Notification of Award or date as mentioned in Notification of Award from which the Time for Completion shall be determined.
- 1.17 **FINANCIAL BID/PRICE BID** means the price quotation submitted by the Bidder/ Contractor for the complete 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 OF AWARD** means the official notice issued vide Letter/ e-mail by the owner notifying the Contractor that his bid has been accepted.
- 1.20 **OFFICER IN CHARGE** means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.21 **OWNER** means here in the context of this Tender Document as Solar Energy Corporation of India Limited, New Delhi shall include the legal successors or permitted assigns of the Owner.
- 1.22 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 1.23 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.24 **TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.25 **WEEK** means a period of any consecutive seven days.
- 1.26 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.

## **[B] GENERAL INFORMATION**

## **2. INTERPRETATIONS**

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

## **3. APPLICATION**

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

## **4. BID LANGUAGE**

The bid prepared by the Bidder/ Contractor, as well as all correspondence and documents relating to the Bid exchanged by the Bidder/ Contractor and SECI, shall be written in English language only. Supporting documents and printed literature furnished by the Bidder/ Contractor 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 Bidder/ Contractor, in which case, for purposes of interpretation of the Bid, the translation shall govern.

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

## **5. CONTRACT LIABILITY**

- 5.1 Contractors' liability towards indemnity

The successful bidder shall submit an indemnity bond, indemnifying SECI from



the following, on a stamp paper of INR 100 duly signed by the authorized signatory within 30 working days from the date of work order, and before commencement of work at site:

- a. Any third-party claims, civil or criminal complaints /liabilities, site mishaps, fire hazards and other accidents including death of any person/s or dispute and /or damages occurring or arising out of any mishaps at site due to his/his employee/representative fault or negligence.
- b. All claims, demands, actions, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned to or may occasion to the Bidder as a result of non-payment of any statutory dues levied/Taxes e.g. leviable on the Bidder or the Bidder committing breach of any of the rules, regulations, orders, directives, instructions that may be issued by any authority under the Central Government/State Govt. or any statute or law for the time being in force.
- c. Any damages, loss, death or expenses due to or resulting from any negligence or breach of duty on his/his employee/representative part.

## **6. NON-DISCLOSURE**

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

## **7. SUCCESSFUL BIDDER INTEGRITY**

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

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

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

## **9. FORCE MAJEURE**

- 9.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:
- a. Act of God, including, but not limited to lightning, fire not caused by Contractors' negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon or tornado;
  - b. Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, quarantine;
  - c. Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.

### **9.2 Force Majeure Exclusions**

Force Majeure shall not include (i) any event or circumstance which is within

the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project/Service;
- b. Delay in the performance of any Contractor, sub-Contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment/Service;
- d. Strikes at the facilities of the Contractor / Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
  - i. Negligent or intentional acts, errors or omissions;
  - ii. Failure to comply with an Indian Law; or
  - iii. Breach of, or default under this Contract Agreement.
- g. Normal rainy seasons and monsoon
- h. Any Transport strikes not directly affecting the delivery of goods from manufacturer to site

- 9.3 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.
- 9.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.
- 9.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.
- 9.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.

- 9.7 If works are suspended by Force Majeure conditions lasting for more than two months, the Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 9.8 The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.
- 9.9 To the extent not prevented by force majeure event, the affected party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

## **10. RISK PURCHASE CLAUSE**

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

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

## **11. TERMINATION OF CONTRACT**

### **11.1 Termination for Owner's Convenience**

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

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

- a. cease all further services, except for such services as the Owner may specify in the notice of termination for the sole purpose of protecting

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

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

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

## 11.2 Termination for Contractors' Default

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

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

- a. if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or resupply, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any

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

#### 11.2.3 If the Contractor

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

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

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

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

#### 11.2.5 The Owner may expel the Contractor, and complete the services itself or by employing any third Party. The Owner may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to

the account of the Owner and with an indemnification by the Owner for all liability including damage or injury to persons arising out of the Owner's use of such services.

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

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

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

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

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

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

### **12. MUTUAL CONSULTATION**

If any dispute of any kind whatsoever shall arise between the owner and the supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Arbitration/ other remedies available under the applicable laws.

### **13. ARBITRATION**

### **13.1 Settlement of Dispute**

- i. If any dispute or difference or claim occurs between the Owner and the Supplier in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding 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.

### **13.2 In Case the Contractor Is a Public Sector Enterprise or A Government Department**

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 AMRD (Administrative Mechanism for Resolution of Disputes)/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.

### **13.3 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 supplier 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 Supplier.
- xii. The fees payable to the Arbitrator and the manner of payment of the fees shall be such as may be governed by the Fourth Schedule of the Arbitration and Conciliation Act 1996.
- xiii. The Courts in Delhi alone shall have jurisdiction to entertain any

application or other proceedings in respect of anything arising under this Contract and any award or awards made by Arbitration Tribunal hereunder shall be filed (if so required) in the concerned Courts in Delhi only.

- xiv. The language of the proceedings will be in English.
- xv. This Arbitration Clause shall continue to survive termination, completion, or closure of the Main contract for 120 days thereafter.

#### **14. JURIDICITION**

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

# **SECTION-VI**

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

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

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

SCC No.	GCC Clause Ref. No (If Applicable)	Details/ Description/ Special Conditions
1.	General	<p><b>1. The following is to be noted by the Bidder while submitting the bid for the subject tender:</b></p> <ol style="list-style-type: none"> <li>i. <u>The images, diagrams, quantities, units etc. provided in all the sheets of the Schedule of Rates (SOR) are tentative/estimated in nature and is for general guidance only so that the framework of the lumpsum contract is indicated to Bidder for ready reference. However, this would be the sole basis for the conclusion of this lumpsum contract and images, diagrams, quantities, units etc. will be finalized during the actual design and execution phase, duly incorporating the permissible tolerance levels.</u></li> <li>ii. <u>The Owner reserves the right to increase/ decrease the quantity and scope of work without changing the unit price throughout the contract period including the warranty period, up to a ceiling of +/- 25% of the overall Contract Value depending upon the actual site conditions. Any deviations over and above +25% will not be considered however any compelling circumstances/situations required for the successful execution of the site activities above such tolerance levels, will be treated separately on case to case basis having full discretionary power to the Owner.</u></li> <li>iii. <u>This being an EPC Lumpsum Contract, a composite GST of 18% has been considered for the subject office work. Bidders are required to exercise utmost due diligence and care while mentioning the GST % in the SOR. It is clarified that NO EXTRA GST compensation shall be paid by the Owner.</u></li> <li>iv. <u>The approved makes/options of different brands, as specified in the SOR and in Section-VII (Scope of Work/Technical Specifications, are firm and absolute. The selected bidder must procure and supply items/ equipment/ materials/ designs/ pictures/ brand images</u></li> </ol>

		<p><u>strictly from these approved makes/brands only against approval by the SECI's Engineer-In-Charge and Architect.</u></p> <p>v. <u>Any deviation from the specified material items/ equipment/ materials/ designs/ pictures/ brand images etc. will be considered a tender deviation and is not permissible. However, in exceptional circumstances, deviations may be allowed only with prior approval from the SECI's Engineer-In-Charge and Architect, along with duly recorded justification.</u></p> <p><b>2. Basic/Base Rate - Material:</b></p> <p>Basic/Base Rate shall mean the landed cost at site including all royalties, cartage, handling etc. but excluding wastage &amp; GST. All the materials shall be procured by the contractor. Basic rates for selected materials and fixtures in the tender are provided to enable the contractor to quote the item rates accordingly. Quoted rate to include all labour including charges towards statutory compliances, basic cost of material, cost of accessories, transportation, handling, storage, safety, wastage, tools &amp; Plants, cost of electricity, water, other consumables and contractor's overheads and profits etc. However, the quoted rate shall be excluding GST.</p> <p><b>3. Final Completion:</b></p> <p>Final Completion will be deemed to have been achieved when at the end of the Defects Liability Period a Final Completion Certificate has been issued by the EIC when all the requirements of the Contract have been met and complied with and when all the defective items of Work and defects have been replaced and/or rectified and made good as directed by and to the satisfaction of the Engineer-In-Charge of SECI.</p> <p><b>4. Tests on completion:</b></p> <p>Tests on completion shall mean all the system testing required to be done by the Contractor, to the entire satisfaction of SECI, prior to Handing over the facility.</p>
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## 5. Scope:

The following Special Conditions shall be read in conjunction with the “General Conditions of Contract”. The following clauses shall be considered as an extension of and not as a limitation of the obligation of the Contractor (s). If there are any provisions in the General Conditions of Contract, which are at variance with the provisions in these Special Conditions, the Provisions in these special conditions shall take precedence. The general character and the scope of the Work shall be as illustrated below and defined in the Drawings, Specifications, Schedule of Rates/ Bill of Quantities and other Contract Documents.

The brief scope of work comprises of, but not limited to, the following works pertaining to subject office building having two floors:

1	Civil & Interior Work
2	Ceiling Work
3	Modular Partition & Door
4	Signages & Wallpaper
5	Toilet Cubicle Partition Work
6	Blinds Work
7	Kitchen Equipment
8	Furniture
9	HVAC Work
10	Electrical Work
11	Ups Work
12	Fire Fighting Work
13	PHE Work
14	AV Work
15	ELV Work
16	Other Work

## 6. ITEM RATE/LUMPSUM CONTRACT:

Though the Contract is a fixed lump sum contract, and not a piece work contract, however the execution of the contract will be done in alignment of an item rate contract, to be

carried out on the finished Work according to the contract documents, drawings/ instructions issued by the EIC during the course of the contract and as per the description and at prices given in the Schedule of Rates/ Bill of Quantities and Technical Specifications.

#### **7. NOTICES, FEES, BYELAWS, REGULATIONS, ETC.:**

The Contractor shall comply with all applicable laws and Government Acts including the Byelaws or regulations of Central and/ or Local Authorities relating to the Work in so far as labour, construction, fabrication and installation activities are concerned, and he shall obtain from the Central and/ or Local Authorities all permissions and approvals required for the plying of trucks, construction machinery etc., and also for construction of temporary offices, labour camps, stores and other temporary structures in connection with the Work, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law thereunder. In the Contract Price for the Work, the Contractor shall allow for such compliance and work, and for the giving of all such notices, and shall include the payment of all such fees and charges.

#### **8. LICENSE AND PERMITS:**

The Contractor shall directly obtain all licenses and permits for the materials under Government control, and those required to be obtained by the Contractor for the execution of the Work. The Contract Price shall include all transportation charges and other expenses that may be incurred in this connection.

#### **9. INSURANCE:**

The contractor shall take out Contractors' All Risk (CAR) Insurance Policy and other necessary policies in the name of the contractor beneficiary. The original policies shall be deposited with the Owner within 30 days of issue of NOA.

**i. Workmen's compensation Insurance**

**ii. Third Party Insurance including Cross Liability**



## **10. INJURY TO PERSONS AND PROPERTY**

The Contractor shall be liable for and shall indemnify the Owner against any liability, loss claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by carrying out of the works, unless due to any act or neglect of the Owner or of any person for whom the Owner is responsible.

SECI shall recover the amount of compensation paid to victim(s) by OWNER towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

**a. Insurance against injury to persons and property**

**b. Insurance of the works against fire etc.**

## **11. CONTRACTOR STORE, SITE OFFICES AND OTHER FACILITIES:**

Contractor has inspected the site and has made his own assessment towards the availability of space at site for his stores, yards, offices, steel & shuttering yards, cranes, material hoists and other facilities. A mutually determined area within the constraints of the Site will be allowed to the Contractor free of cost for the purpose of storing his tools, plant, materials, Site office, cement godown, canteen, plant & machinery etc. In case contractor is not able to accommodate his facilities within the site, or in the opinion of the EIC contractor's facilities are to be removed or relocated in the interest of the progress of work (contractor's and / or any other agency's / vendor's) the contractor shall make his own arrangements elsewhere outside the site at his own cost for the same.

## **12. SECURITY:**

		<p>The Contractor shall at his cost provide at all times adequate number of watchmen to guard the Site, materials and equipment, to the satisfaction of the EIC. The Contractor shall at all times be fully responsible for the security of all materials and equipment on the Site, whether his own or those of any Sub-Contractor. SECI shall not be responsible for any loss due to theft, fire, accident or any other reasons, whatsoever.</p> <p><b>13. TEMPORARY LIGHTING:</b></p> <p>The Contractor shall make his own arrangement in respect of the provision of adequate lighting at all places where his workmen are engaged for carrying out the Work and also provide general lighting of site as a whole in a proper safe and satisfactory manner. Contractor shall ensure that all staircases, lobbies and basements are well lighted by providing at least one tube light at each landing of every staircase and also in each lift lobby plus adequate lighting in the working area as directed by the EIC. The Contractor shall provide general lighting in basement by installing at least one tubelight per 100 sqm area at his own cost. Wiring shall be done in conformity with best practices and following all safety norms strictly.</p> <p><b>14. REQUIREMENT OF FIRE EXTINGUISHERS:</b></p> <p>Each gas welding or burning, arc welding unit, tar pot, or open flame unit requires a fire extinguisher and sand buckets with it during operation.</p> <p><b>15. DRAWINGS, SPECIFICATIONS, INTERPRETATIONS ETC.:</b></p> <p>a. For guidance of the bidder, <b>the relevant drawings pertaining to various heads are enclosed with these Tender Documents.</b> These drawings are broadly indicative of the work to be carried out. These drawings are not the 'Construction Drawings' and details indicated there in are for guidance only and are liable to be modified by the EIC during course of actual construction. No claim what so ever shall be</p>
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		<p>admissible on account of changes that may be introduced later by the EIC.</p> <p>b. The EIC shall provide three copies of working drawings to the</p> <p>c. Contractor as the Work progresses. The timing of the provision of drawings shall be mutually agreed between the Contractor and EIC in conformity with the construction programme and with due regard for the need to order and specify materials and equipment to the Site. <b>Additional copies of construction drawings will be supplied on payment at actual cost basis.</b></p> <p>d. In general, the Drawings shall indicate the dimensions, positions and type of construction, the Specifications shall stipulate the quality and the methods and performance criteria, and the Schedule of Rates shall indicate the rates for each item of work. However, the above Contract Documents being complementary, what is called for by any one shall be binding as if called for by all. <b>Wherever there is a discrepancy between drawings and specifications, the drawings shall be followed. In case of any contradiction, the following order of decreasing importance shall be followed:</b></p> <ul style="list-style-type: none"> <li>▪ Drawings</li> <li>▪ BOQ</li> <li>▪ Technical Specifications</li> </ul> <p>e. Matters not contained in the specifications and in case of any ambiguities in written specifications of the contract, the works shall be executed as per relevant BIS codes. If such codes have not been framed, the decision of the OWNER shall be final.</p> <p>f. Any work indicated on the Drawings and not mentioned in the Specifications or vice versa, shall be deemed as though fully set forth in each. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified.</p>
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		<p>g. From time to time during the progress of the Work, the Contractor will be issued with revisions of Drawings and written instructions by the EIC in connection with and necessary for the proper execution and completion of the Work. All such revisions of Drawings and written instructions shall be part of the Contract Documents and the Contractor shall be bound to carry out the work that is shown and detailed on all such Drawings and shall be bound to follow and comply with all such instructions.</p> <p>h. The EIC will issue all Drawings and their subsequent revisions via listing on transmittals / Register to the Contractor. The Contractor shall maintain a Drawing register listing all Drawings and their latest revisions. All superseded Drawings shall be so stamped and withdrawn from circulation at the Site and returned to the EIC. It shall be the responsibility of the Contractor to ascertain and ensure that all the Work is carried out in accordance with the latest revisions of the Drawings issued to him. Should the Contractor fail to do this, all the rectifications and remedial work that may be required to conform to the latest revisions of the Drawings shall be at the Contractor's expense.</p> <p>i. Wherever it is mentioned in the Conditions of Contract, Specifications or Drawings that the Contractor shall do certain work or provide certain facilities, it is understood that the Contractor shall refer to the Contract Documents.</p> <p>j. No deviations shall be made by the Contractor, in the execution of the Work, from the requirements of the Contract Documents. Only the EIC shall issue interpretations and clarifications.</p> <p>k. The Contractor shall immediately in writing bring any errors or inconsistencies in the Drawings and Specifications to the attention of the EIC for interpretation or correction before proceeding with the affected portion of the Work, and no claims or losses alleged to have been caused by such discrepancies shall be entertained or allowed at any stage. Local conditions, which may affect the Work, shall likewise be brought to the EIC's attention at once. If at any time it is discovered that work, which has been done or is being done is not in accordance with the approved Drawings and Specifications, the Contractor shall correct the work immediately. Correction of such work shall be at the expense of the Contractor.</p>
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		<p>of the Contractor and shall not form a basis for any claims for payment or extension of time. The Contractor shall carry out all the rectification work only after obtaining approval for the same from the EIC.</p> <p>1. No scaling of any Drawing shall be done to obtain the dimensions. Figured dimensions on the Drawings shall be used for carrying out the Work. Drawings with large-scale details shall take precedence over small scale Drawings. Where any Drawings and details have not been provided but are necessary for the execution of the Work, it shall be the responsibility of the Contractor to seek these drawings and details in writing from the EIC at least four weeks prior to the latest date by which the Contractor needs these drawings and details to suit the programmed execution of the Work. No extension of time shall be allowed for any delays caused due to the Contractor's failure to seek such details.</p> <p>m. Drawings, Schedule of Rates, Specifications, and other Contract Documents, and all copies thereof furnished by the EIC shall become the OWNER's property. They shall not be used on any other work and shall be returned to the OWNER at his request or at the completion of the Contract.</p> <p><b>16. PROPER SCHEDULING AND DELIVERY OF MATERIALS:</b></p> <p>All materials and equipment shall be scheduled and delivered so as to ensure a speedy and uninterrupted progress of the Work, and the same shall be properly stored. Within fifteen days of signing of the Contract, the Contractor shall submit the material procurement schedule for approval of EIC for all materials to be procured by the Contractor.</p> <p><b>17. RECTIFICATION OF IMPROPER WORK NOTICED:</b></p> <p>If it shall appear to the EIC during the progress of the Work that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by the Contractor for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in</p>
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accordance with the Contract, the Contractor shall, on demand in writing from the EIC specifying the work, materials or articles complained of, notwithstanding that the same may have been passed and certified, forthwith rectify or remove and reconstruct the work so specified in whole, or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period so specified by the EIC in his demand aforesaid, the EIC may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor, and deduct the expenses from the Retention Money or any sums that may be due at any time thereafter may become due to the Contractor or from his performance bond.

## **18. PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION:**

### **I. EXTRA WORKS/ EXTRA ITEM OF WORKS**

a. Any work which is not part of the scope of contract but essentially required to be carried out for successful accomplishment of the task envisaged under the contract shall be termed as extra work. This may be because of an act of simple omission and/or alteration/modification/change as ordered by EIC to suit to the requirement. This may or may not necessitate execution of extra item. Extra item is an item which is not provided in the Price Schedule/BOQ.

b. The need for execution of extra item may be necessitated also because of omission of relevant item in original price schedule which is considered essential for the completion of task envisaged in the scope of work.

c. The need for execution of extra item may be necessitated also because of substitution of an existing item in original price schedule which is considered essential for the completion of task envisaged in the scope of work due to improvement envisaged during execution or non-availability

	<p>or obsolescence of the item provided in the price schedule. One item of original schedule may require to be substituted by one or more extra items.</p> <p>d. In the event of arising of situation as above, the contractor shall immediately bring it to the notice of OWNER in writing. The issue shall be examined by OWNER for its admittance as extra work/extra item of work in the back drop of tender specification &amp; scope of work. OWNER shall inform the contractor regarding admissibility/inadmissibility of the notified extra work/extra item of work within 7(seven) days from receipt of such notice from the contractor.</p> <p>e. The contractor shall proceed with the execution of such extra work/extra item of work only after written permission from the EIC. The decision of OWNER EIC with respect to extra work/extra item of work shall be final and binding on the contractor. The contractor shall not suspend or abandon the work for any reason whatsoever including finalization of rates of extra item and proceed with the work once written order for execution of extra work/ extra item of work is given by the EIC.</p> <p>f. The claim of such extra work/extra item of work shall be settled in the manner as mentioned below:</p> <p>f-1. If item for the identical work is already available in the price schedule of the contract, it shall be paid as per the rate awarded for the item and shall not be construed as extra item.</p> <p>f-2. If item is not available in the price schedule of the contract, it will be paid under the head 'extra item'. The rate of the extra items shall be determined as under:</p> <p><b>f-2.1 From DSR (Delhi Schedule of Rates) item:</b> If the extra item is available in DSR, the rate of DSR (latest version) of the item shall form the basis for derivation of preliminary rate. All input taxes on material shall be taken out for deriving preliminary rate. Over and above the preliminary rate so arrived, % tender excess [plus (+) or minus (-)] shall be applied to arrive at final rate of extra item. For the calculation of tender excess, total value of all DSR</p>
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		<p>items of the price schedule based on DSR (latest version) rate shall be calculated after due accounting of input tax credit in each DSR item's rate as above.</p> <p><b>19. TECHNICAL AUDIT BY THIRD PARTY:</b></p> <p>The Contractor represents that all Documents, including invoice, vouchers, and financials to settlements, billings and other reports submitted or to be submitted by the Contractor to the OWNER in support of an application payment are true, correct, complete and accurate in all respects. Upon request of the Owner, the Contractor agrees to cooperate fully with the Owner in the conduct of a billing and technical audit by an independent agency of the billings by the Contractor for the Work.</p> <p>The Contractor accepts that the contract/ work shall be subject to the technical audit by an independent technical auditor appointed by the OWNER to audit the quality and quantities of the works done by the contractor, and agrees to render all necessary assistance to such agencies/ professionals, whose reports/ assessments shall be final and binding. Contractor shall fulfill the requirements as per the auditor's assessments at his own cost with in the time stipulated by the EIC.</p> <p><b>20. QUALITY ASSURANCE AND CONTROL PROGRAMME:</b></p> <p>The Contractor shall establish an effective quality control system at the Site and implement the same through an independent team consisting of the Contractor's Representative and qualified and experienced engineers and technical personnel to enforce quality control on all items of the Work and the Project at all stages. The contractor shall submit field quality program (FQP) within 15 days of issuance of NoA to EIC for his approval.</p>
2.	<p>Definitions</p> <p>(GCC clause 1)</p>	<p><b>The Owner is:</b></p> <p><b>Solar Energy Corporation of India Limited,</b> 6th Floor, Plate-B, NBCC Office Block Tower-2, East</p>



		<p>Kidwai Nagar, New Delhi-110023, India</p> <p>Kind Attn.: Executive Director (C&amp;P)/ DGM (C&amp;P)</p> <p>Telephone Nos.: +91-(0)11-24666 200/ 24666 200</p> <p>Fax No.: +91-(0)11-24666 200</p> <p>E-mail: - <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>;</p>
3.		<p><b>The Engineer-in-Charge (EIC):</b></p> <p>The Engineer-In-Charge for the subject work shall be,</p> <p><b>Sh. Manish Kumar</b>  <b>Deputy General Manager (Civil)</b>  <b>e-mail: <a href="mailto:manish.kumar.verma@seci.co.in">manish.kumar.verma@seci.co.in</a></b>  <b>Telephone: +91 (011)-24666-216</b></p>
4.	<p>Arbitration (GCC clause 13)</p>	<p><b><u>Add following to the existing clause's:</u></b></p> <p><b><u>ARBITRATION:</u></b></p> <p>Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre (“<b>IIAC</b>”) in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations (“<b>IIAC Regulations</b>”) for the time being in force, which regulations are deemed to be incorporated by reference in this clause.</p> <p>The place/seat of the arbitration shall be [New Delhi, India].*</p> <p>* If a place/seat other than New Delhi is chosen, please replace [New Delhi, India] with the city and country of choice (e.g., [City, Country].</p> <p>The Tribunal shall consist of _____** arbitrator(s).</p> <p>**State an odd number. Either state one, or state three.</p>

		<p>The law governing the arbitration agreement shall be [Indian Law].</p> <p>The language of the arbitration shall be [English].</p> <p><b><u>APPLICABLE LAW:</u></b></p> <p>The governing law of the Contract shall be [Indian Law].</p>
5.	<p>Completion/ Contract Period</p> <p>(GCC clause 15)</p>	<p><b><u>New Clause:</u></b></p> <p><b>15. <u>COMPLETION/ CONTRACT PERIOD:</u></b></p> <p>Completion/ Contract Period for the contract of “Interior cum Fit-out Work of Corporate Office Complex of SECI at World Trade Center New Delhi” will be of <b><u>08 (Eight) months from the Effective Date.</u></b></p> <p>The Contractor shall be eligible for a <b>performance-based Bonus</b> upon achieving successful completion of the entire scope of work within the stipulated timelines, subject to the certification of completion by the Owner/Engineer-in-Charge.</p> <p>a) If the Contractor successfully completes the work <b><u>within Six (06) months from the Effective Date of the Contract, then a Bonus of 1% (One percent) of the Contract value</u></b> shall be paid to the Contractor over the Total Contract Value.</p> <p>b) If the Contractor successfully completes the work <b><u>within Seven (07) months from the Effective Date of the Contract, but beyond Six (06) months, then a Bonus of 0.5% (Zero point Five percent) of the Contract value</u></b> shall be paid to the Contractor over the Total Contract Value.</p> <p>c) Any delay beyond Seven (07) months shall</p>

		<p>render the Contractor ineligible for the bonus.</p> <p><b><u>Note:</u></b></p> <ul style="list-style-type: none"> <li>• The completion shall be considered achieved only if all contractual obligations (including but not limited to supply, successful installation/ erection, and commissioning of components/ materials/ equipment), quality standards, functional requirements, and approvals from relevant authorities, are met.</li> <li>• Effective date shall mean the date of issuance of Notification of Award or date as mentioned in Notification of Award from which the Time for Completion shall be determined.</li> </ul>
6.	<p>Contract Performance Security (CPS)/ Contract Performance Guarantee (CPG)</p> <p>(GCC clause 16)</p>	<p><b><u>New Clause:</u></b></p> <p><b>16. <u>CONTRACT PERFORMANCE SECURITY</u></b></p> <p>16.1 Against the Contract, within 30 (Thirty) days from the date of issuance of the Notification of Award, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format-III provided in Forms &amp; Formats, Section-VII of tender documents and which shall be amounting to <b>10% of the Total Contract Value and shall be valid for a total period of 11 (Eleven) Months (~08 Months for Contract Duration + 03 Months Additional) from the date of its issuance.</b> The Contract Performance Security shall be in the form of either <b>Banker's Cheque or Demand Draft or Bank Guarantee or NEFT</b> and shall be in the currency of the Contract and will be issued in the name of the owner (Solar Energy Corporation of India Limited).</p> <p>Bank Guarantee towards Contract Performance Security shall be from any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantees</p>

		<p>from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.</p> <p><b>The Contract Performance Security may be submitted in the form of ‘Account payee Demand Draft, Banker’s Cheque, Fixed Deposit Receipt or Bank Guarantee (Including e-Bank Guarantee) in favour of “Solar Energy Corporation of India Limited”, New Delhi.</b></p> <p>16.2 The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the bidder should furnish additional Contract Performance Security on proportionate basis of the percentage for the additional amount in excess to the original contract value. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.</p> <p>16.3 Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the Notification of Award Contract Agreement, in case Contract Performance Security is not submitted within 45 (Forty) days from the date of issuance of the Notification of Award. However, total project completion period shall remain same. Part Security shall not be accepted.</p> <p>16.4 If the bidder or their employees or the bidder’s agents</p>
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		<p>and representatives shall damage, break, deface or destroy any property belonging to the Owner or others during the execution of the Contract, the same shall be made good by the bidder at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other bidders and recover expenses from the bidder (for which the certificate of the Engineer-in-Charge shall be final).</p> <p>16.5 All compensation or other sums of money payable by the bidder to the Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the bidder by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the bidder shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.</p> <p>16.6 The Contract Performance Guarantee (CPG) submitted shall be released to the contractor without any interest not later than 90 days after the successful completion of the contract subject to the approval and acceptance by the owner (Solar Energy Corporation of India Limited).</p>
7.	<p>Payment terms</p> <p>(GCC clause 17)</p>	<p><b><u>New Clause:</u></b></p> <p><b>17. <u>PAYMENT TERMS</u></b></p> <p>The Contractor is required to submit their Contract Bills for Payment under the contract for the “<b>Interior cum Fit-out Work of Corporate Office Complex of SECI at World Trade Center New Delhi</b>” as per rates quoted by them and accepted by SECI along with the relevant supporting documents, if any towards release of payment treating it as a</p>

		<p>mandatory requirement:</p> <p>The payment under the contract shall be released in following manner: -</p> <p>17.1 Interest bearing initial advance (OPTIONAL) of 10% of the Contract Value shall be released upon receipt of unconditional acceptance of NOA, detailed proforma invoice of contractor, unconditional &amp; irrevocable Bank Guarantee (Format-XIV) with a validity period up to date of final acceptance in favor of “Solar Energy Corporation of India Limited, New Delhi” total amounting to 110% of total advance amount and unconditional &amp; irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Performance Bank Guarantee (PBG) with a validity period of 11 (Eleven) months from the date of issuance of NOA. The annual interest rate shall be calculated based SBI one-year MCLR as applicable.</p> <p>17.2 Sixty percent (60%) payments shall be paid against supply, receipt and acceptance of material for the respective line items mentioned in the respective sheet of SOR at site on submission of documents (except Advance Bank Guarantee) indicated under clause 17.1 above, Contractor’s detailed invoice &amp; packing list identifying contents of each shipment, Copies of Certificates to the effect of payments of State/ Central taxes, duties, levies etc., Manufacturer’s/ Contractor’s guarantee certificate of Quality, submission of the certificate by SECI’s Engineer-In-Charge that the item(s) have been received in original.</p> <p>* In case the Interest-bearing initial advance (OPTIONAL) of 10% of the Contract Value is not availed by the contractor, then this 10% payment amount will be payable along with the second milestone payment of 60% payment.</p> <p>* In case the interest-bearing advance is availed by the Contractor and no progress/work is executed at site till the commissioning period as mentioned under the</p>
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		<p>Contract/tender, thereby not adjusting the advance amount timely, the entire advance amount will be recovered from the Contractor along with one-year SBI MCLR rate.</p> <p>17.3 Twenty percent (20%) payments shall be paid against successful installation/ erection, and commissioning of components/ materials/ equipments for the respective line items mentioned in the respective sheet of SOR at site. The contractor needs to submit the invoice along with installation certificate duly certified by the Engineer-In-Charge of SECI towards claiming this payment.</p> <p>17.4 Final Ten percent (10%) payments shall be paid within 60 days from the date of issuance of acceptance certificate by Owner/Engineer-In-Charge &amp; against the final acceptance of the entire Office facility by the Owner.</p> <p>17.5 <u>The contractor may raise an invoice on monthly basis for the amount actual executed quantities.</u></p> <p>The payment will be made according to the actual executed quantities by the contractor in respect of Bill of Quantities/SOR. The actual executed quantities will be assessed after the joint verification/ measurement of works with consultant and Engineer In-charge of SECI.</p> <p>Upon achievement of any of the payment milestone indicated above, the contractor shall intimate the Engineer In-charge of SECI along with the copy of invoice. The Engineer In-charge of SECI shall forward the same to the consultant for verification. Upon joint verification by the consultant and construction committee of SECI, the invoice shall be processed further for payment.</p> <p>The contractor shall submit his bill alongwith full description about service provided and get it certified from the consultant and Engineer-In-charge of SECI.</p> <p>The contractor shall not claim payment against pending</p>
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		<p>services or incomplete stages of work.</p> <p>In case only a part of the project is continued beyond any stage, no further payment shall be made to the contractor for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage.</p> <p>All the payments under the contract shall be released within 30 (Thirty) days from the date of submission of all supporting documents and verification by Owner.</p> <p><b><u>NOTES:</u></b></p> <ul style="list-style-type: none"> <li>• All payments shall be made against GST invoices to be raised by Contractor as specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard from time to time. In the event that Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, Owner shall not be liable to make any payment against such invoice.</li> <li>• All payments to be made directly to Contractor under the contract shall be made by SECI through electronic payment mechanism (e-payment).</li> <li>• Payment shall be made against submission of Original Invoice subject to verification &amp; acceptance by SECI.</li> <li>• All the payment shall be released from Owner's Head Office, SECI, New Delhi, upon submission of Original Documents as mentioned.</li> <li>• Bidder must quote the price in enclosed price formats (if any) only. The formats shall not be changed and/ or retyped. For any deviation to the Financial Proposal format, proposal is liable for rejection.</li> <li>• Any variation or change in the quantity of the work shall be paid only after the confirmation from SECI official in written.</li> </ul>
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		<ul style="list-style-type: none"> <li>• Payment will be released through RTGS/NEFT/IMPS in the name of Bidder after statutory deductions (if any).</li> </ul>
8.	<p>Liquidated Damages (LD)</p> <p>(GCC clause 18)</p>	<p><b><u>New Clause:</u></b></p> <p><b>18. <u>Liquidated Damages (LD)</u></b></p> <p>In case the Contractor fails to complete the work within the stipulated project milestones defined in the Scope of Work, Section-VIII of tender document, then unless such failure is due to Force Majeure as defined in GCC or due to Owner's default, then the Contractor shall pay to the Owner/SECI a sum equivalent to <b>One percent (1%)</b> of the Contract Price (“<b>Interior cum Fit-out Work of Corporate Office Complex of SECI at World Trade Center New Delhi</b>”), as liquidated damages for such default and not as a penalty, without prejudice to the Owner’s/SECI other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of <b>Ten percent (10%)</b> of Contract Price. The Owner/SECI may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor.</p> <p>In such cases, SECI reserves the right to cancel the Notification of Award/ Contract Agreement (CA) and forfeit the Contract Performance Guarantee.</p>
9.	<p>Periodic Review of the Contract</p> <p>(GCC clause 19)</p>	<p><b><u>New Clause:</u></b></p> <p><b>19. <u>Periodic Review of the Contract</u></b></p> <p>The HOD (Projects) and or his/her Nominee/ Engineer-in-Charge (EIC) reserves the discretion to conduct a periodic review of the performance of the</p>

		<p>Contract for the services being rendered by the Contractor. Suitable improvement in performance/ deliverables as suggested by the HOD (Projects) and or his/her Nominee/ Engineer-in-Charge (EIC) shall be incorporated/ improved upon by the contractor accordingly. HOD (Projects) and or his/her Nominee/ Engineer-in-Charge (EIC) will also maintain such review record for any future references. SECI reserves the right to terminate the contract in line with the mentioned termination clause, in case the feedback of the Contractor, its services or the discipline so expected is not found satisfactory during the performance of the contract.</p>
10.	<p>Breach of Contract, Remedies and Termination</p> <p>(GCC clause 20)</p>	<p><b><u>New Clause:</u></b></p> <p><b>20. <u>Breach of Contract, Remedies and Termination</u></b></p> <p><b>20.1 <u>Breach of Contract</u></b></p> <p>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 showcause 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:</p> <p>(i) advance payments;</p> <p>(ii) any recoveries;</p> <p>(iii) taxes as due; and</p>

(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

## 20.2 **Cancellation of Contract for Default**

Without prejudice to any other remedy for breach of contract, such as removal from the list of enlisted contractors, 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

		<p>ii) committed fraud</p> <p>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.</p> <p>iv) If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:</p> <p>a) Forfeiture of the performance security;</p> <p>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</p> <p>c) However, the contractor shall continue to fulfil the contract to the extent not terminated. Before cancelling the contract and taking further action, it may be desirable to obtain legal advice.</p> <p><b>20.3 <u>Termination of Contract for Insolvency</u></b></p> <p>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.</p> <p><b>20.4 <u>Termination of Contract for Procuring Entity's Failure or Convenience</u></b></p> <p>After placement of the contract, there may be an</p>
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		<p>unforeseen situation compelling Procuring Entity to cancel the contract. In such a case, a suitable notice has to be sent to the contractor for cancellation of the contract, in whole or in part, for its (Procuring Entity's) convenience, inter alia, indicating the date with effect from which the termination will to become effective. This is not Procuring Entity's legal right– the contractor has to be persuaded to acquiesce. Depending on the merits of the case, the contractor may have to be suitably compensated on mutually agreed terms for terminating the contract. Suitable provisions to this effect should be to be incorporated in the tender document as well as in the resultant contract. If termination occurs because of Procuring Entity's convenience or a fundamental breach on his part, the engineer will certify the value of works executed, value of any materials lying at site, reasonable cost of removal of equipment, repatriation of project staff, cost of protecting and securing the works and deducting from it:</p> <p>(i) pending advances; (ii) other recoveries; and (iii) taxes as due.</p>
11.	<p>Conflict of Interest (GCC clause 21)</p>	<p><b><u>New Clause:</u></b></p> <p><b>21. <u>Conflict of Interest</u></b></p> <p>21.1 In case, any of the Tender Committee member has personal or conflict of interest in any of the bidders who have participated in the bidding process, then such member shall refrain from participating in the Tender Committee. He/she shall intimate the same to HoD (Projects) of his/her department in writing following which an alternate member shall be nominated.</p> <p>21.2 Any executive who is directly or indirectly involved in the evaluation of bids and approval of evaluation report including members of Assessment committee (if in place) shall disclose any conflict of interest they may have and shall recuse themselves from such evaluation/assessment by recording the reason for the</p>

same.

### 21.3 **Conflict of Interest for bidders**

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

a) they have controlling partner (s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

b) they have the same legal representative/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

- i. The principal manufacturer directly or through one Indian agent on his behalf; and
- ii. Indian/foreign agent on behalf of only one principal.

		<p>g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.</p>
12.	<p>Code of Integrity for Public Procurement</p> <p>(GCC clause 22)</p>	<p><b><u>New Clause:</u></b></p> <p><b>22. <u>Code of Integrity for Public Procurement</u></b></p> <p>22.1 Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the Procuring Entity and the bidders/suppliers must abide by the following Code of Integrity for Public Procurement (CIPP). The bidders/ suppliers should be asked to sign a declaration about abiding by a Code of Integrity/Integrity Pact for Public Procurement in registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on</p> <p>22.2 Procuring Entity as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:</p> <p>i) <b>“Corrupt practice”</b>: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the</p>

		<p>procurement process or to otherwise influence the procurement process or contract execution;</p> <p>ii) <b>“Fraudulent practice”</b>: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;</p> <p>iii) <b>“Anti-competitive practice”</b>: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;</p> <p>iv) <b>“Coercive practice”</b>: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</p> <p>v) <b>“Conflict of interest”</b>: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and</p> <p>vi) <b>“Obstructive practice”</b>: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by</p>
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		concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;
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# **SECTION-VII**

## **FORMS & FORMATS**

## **Preamble**

This Section (Section - VII) of the Bidding Documents [named as Forms and Formats (FF)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the EMD, if applicable in the form included hereafter acceptable to the OWNER, pursuant to the provisions in the instructions to Bidders.

The Performance Security(ies) and Bank Guarantee for Advance Payment forms if applicable should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment if applicable, according to one of the forms indicated herein acceptable to the Owner and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid/ Tender and the contract, the text of the Forms herein may need to be modified to some extent. The OWNER reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/ Contractor shall be effected only if the same is approved by the OWNER. The OWNER's decision in this regard shall be final and binding.

<b><u>LIST OF FORMS &amp; FORMAT</u></b>	
<b>Form No.</b>	<b>Description</b>
Format-I	COVERING LETTER
Format-II	GENERAL PARTICULARS OF THE BIDDER
Format-III	FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY
Format-IV	FORMAT FOR EARNEST MONEY DEPOSIT
Format-V	FINANCIAL PROPOSAL
Format-VI	SCHEDULE OF RATES (SOR)/PRICE BID
Format-VII	BIDDER'S EXPERIENCE/ TECHNICAL PROPOSAL
Format-VIII	FORMAT FOR TURNOVER FOR LAST 03 (THREE) FINANCIAL YEARS
Format-IX	"NO DEVIATION" CONFIRMATION
Format-X	E-BANKING MANDATE FORM
Format-XI	FORMAT FOR BOARD RESOLUTIONS
Format-XII	FORMAT FOR POWER OF ATTORNEY
Format-XIII	DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.
Format-XIV	PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT
	<b>LIST OF BANKS</b>
Format-XV	FORMAT FOR CYBER SECURITY AGREEMENT
	FORMAT FOR PRE-BID QUERIES

**COVERING LETTER**

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

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

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

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

Tel. #:

Fax #:

E-mail address#

To

**Solar Energy Corporation of India Limited**

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

**East Kidwai Nagar, New Delhi- 110023.**

**Sub:** Response to Bid Document ----- dated ----- **Tender for the ---**  
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Dear Sir,

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

1. We give our unconditional acceptance to the Bid Document, dated ..... [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document.
2. We have enclosed a Bid Processing Fees of INR..... (Insert Amount), in the form of Demand Draft/ Banker's Cheque no..... (Insert reference of the DD/ Banker's Cheque) dated..... (Insert date of DD/ banker's cheque) from

..... (Insert name of Bank providing DD/ banker's cheque) and valid up to and including ..... in terms of Clause ..... of this tender.

3. Earnest Money Deposit

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

4. We have submitted our response strictly as per (Forms & Formats) of this Bid, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the bid Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

6. Familiarity with Relevant Indian Laws & Regulations:

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Bid Document, in the event of our selection as Successful Bidder.

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

8. It is confirmed that our response to the Bid Document is consistent with all the requirements of submission as stated in the Bid Document and subsequent communications from SECI.

9. The information submitted in our response to the Bid Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Bid Document.

10. We hereby declare that our company has not been debarred/ 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 date of opening of limited

tender or as per the published bid document.

12. Contact Person:

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

Name : .....  
Designation : .....  
Company : .....  
Address : .....  
Phone No(s). : .....  
Mobile No(s). : .....  
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 Contractor's event of default.

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

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

**GENERAL PARTICULARS OF THE BIDDER**

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

(Signature of Authorized Signatory)



**FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY**

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

Reference: .....

Bank Guarantee No.: .....

Date: .....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Power of Attorney No.: \_\_\_\_\_  
For \_\_\_\_\_ [Insert Name and Address of the Bank] \_\_\_\_\_

Contact Details of the Bank:  
E-mail ID of the Bank:  
Banker's Stamp and Full Address.

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

Witness:

1. ....

Signature  
Name and Address

2. ....

Signature  
Name and Address

Notes:

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

**FORMAT FOR EARNEST MONEY DEPOSIT**

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

Ref. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_ ; Date: \_\_\_\_\_

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

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

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the

Bidder] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ 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

**FINANCIAL PROPOSAL**  
**(On Bidder's letter head)**

Bid/NIT .No. \_\_\_\_\_  
\_\_\_\_\_

Date:

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

Tel. #:

E-mail address#

**To:**

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

Sub: Response to Bid/NIT no. \_\_\_\_\_ dated \_\_\_\_\_ for: **Tender for the**  
\_\_\_\_\_  
\_\_\_\_\_.

Dear Sir/ Madam,

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

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to this document.

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

Thanking you,  
We remain,  
Yours faithfully

Name

Designation

Seal and Signature of Authorized Person

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

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

**Tender for the Interior cum Fit-out Work of Corporate Office Complex of  
SECI at F-200 and F-300, Tower-F, World Trade Center New Delhi, Nauroji  
Nagar, New Delhi- 110 029**

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

**NOTE**

- a) **The bidder has to quote Total Evaluated Bid Value (TEBV) only on ISN-ETS and Submit Excel Sheet/ Financial Document indicating price break up as per Format-VI: Schedule of Rates (SOR)/Price Bid along with Financial Bid in the prescribed price bid format only on ISN-ETS.**
- b) The bidder has to quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.
- c) Tender with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- d) The offer should be valid for a period of 180 days from the date of opening of tender, failing which the Limited tender will be liable for rejection.
- e) All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the Price bid format mentioned.
- f) **Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account. Bidder shall quote Service charge for all the work as per the Scope of work and Specifications as defined under this document.**
- g) In case of any variation (positive/ negative) in existing rates of taxes/ duties/

levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the price bid format.

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



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

---

E-mail address#

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

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[illegible]

--	--	--	--	--	--	--	--	--

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

**Note:**

**Prospective Bidders are requested to submit the necessary Documentary evidence including WO/ PO and Completion Certificate/ Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders and Commissioning Certificates, if applicable.**

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

**ANNUAL TURNOVER OF LAST 3 YEARS:**

<b>S No</b>	<b>Financial Year</b>	<b>Turnover</b>	<b>Remarks</b>
1	2021-22		
2	2022-23		
3	2023-24		

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

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31<sup>st</sup> March 2024.
- ii) In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable, provided the Bidder provides the detailed Financial Statements certified by the Management of the company.

Date:

Signature of Chartered

Seal and Signature of Bidder

Accountant with Seal

UDIN:

**"NO DEVIATION" CONFIRMATION**

To,

M/s SOLAR ENERGY COPRORATION OF INDIA LIMITED

\_\_\_\_\_

SUB:                      Bid                      for                      **Tender**                      for                      the

\_\_\_\_\_

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:

**E-Banking Mandate Form**  
**(To be issued on Bidder letter head)**

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

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

(Signature of Bidder/ Contractor/ Vendor)

**FORMAT FOR BOARD RESOLUTIONS**

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

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

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

**Certified True Copy**

-----

**Signature:**

**Name:**

**DIR/Member Ship No:**

**Stamp of Director/Company Secretary:**

**Notes:**

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



**POWER OF ATTORNEY**

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

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

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

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us. All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

**Signed by the within named**

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

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

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

**Accepted .....**



Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....

**(Signature of the executant)**

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

.....

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

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

**WITNESS**

1. ....

**(Signature)**

**Name.....**

**Designation .....**

2. ....

**(Signature)**

**Name.....**

**Designation .....**

**Notes:**

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

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

resolution duly passed by the Company.

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

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

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

To,

M/s SOLAR ENERGY COPRORATION OF INDIA LIMITED

---

Bid No:

Date:

**Sub: Bid**                      for                      **“Tender**                      **for**                      **the**  
\_\_\_\_\_”.

Dear Sir / Madam,

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

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

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

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

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

Place:    [Signature of Authorized Signatory of Bidder]

Date:    Name:

Designation:  
Seal:

**PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT**

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

Bank Guarantee No.: .....

Date: .....

Contract No. ....

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

To:

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

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

Dear Sir / Madam,

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

(or)

vide purchase/service order issued on ..... (*insert date of the notification of award*) ....  
by you to M/s ..... (*Name of Contractor*) ..... having its Principal place  
of business at ..... (*Address of Contractor*) ..... and Registered  
Office at ..... (*Registered address of Contractor*)  
..... ("the Contractor") concerning  
..... (*Indicate brief scope of work*) ..... for the complete  
execution of the ..... (*insert name of Package alongwith name of the Project*) .....

Whereas, in accordance with the terms of the said Contract, the Owner has agreed to  
pay or cause to be paid to the Contractor an interest-bearing Advance Payment against  
furnishing of an irrevocable bank guarantee for an amount of .....  
(*Amount in figures and words*) .....which is equal to 110% of the amount of  
Advance Payment.

By this letter, we, the undersigned, ..... (*insert name & address of the issuing bank*)  
....., a Bank (which expression shall include its successors, administrators, executors  
and assigns) organized under the laws of ..... and having its  
Registered/ Head Office at ..... (*insert address of registered office of the bank*)  
..... do hereby irrevocably guarantee repayment of ..... (*Amount of the bank  
guarantee in figures and words*) ..... upon the first demand of the Owner  
without cavil or argument in the event that the Contractor fails to commence or fulfill  
its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank  
guarantee or an amount equal to the outstanding balance of the Advance Payment and  
the accrued interest on the Advance Payment, taking into account such amounts, which  
have been repaid by the Contractor from time to time in accordance with the terms of  
payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance  
Payment is received by the Contractor up to sixty (60) days beyond the date on which  
the entire Advance Payment along with the accrued interest if any due thereon has been  
fully adjusted in terms of the Contract i.e., up to sixty (60) days beyond the date of  
Completion of the Facilities under the Contract. This Guarantee may be extended from  
time to time, as may be desired by M/s Solar Energy Corporation of India Limited on  
whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its  
period of validity, i.e. up to sixty (60) days beyond the date of Completion of the  
Facilities by the Owner i.e. up to and inclusive of ..... (*dd/mm/yyyy*).

Notwithstanding anything contained herein:

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile\_\_\_\_\_

Fax Number\_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_

Witness:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile\_\_\_\_\_

email \_\_\_\_\_

**Note:**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

### List of Banks

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

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



**FORMAT FOR CYBER SECURITY AGREEMENT**

To be executed by the successful bidder and shall form part of the Contract Agreement.

This Non-Disclosure Agreement (“Agreement”) is made effective on this.....(“Effective Date”)

By and Between,

Solar Energy Corporation of India Limited (SECI) which expression includes its successors and assigns), hereinafter referred as Owner.

And

{ **Contractor Name** } having its registered office at ..... which expression includes successors and assigns, hereinafter referred as Receiving Party / Contractor.

Both collectively referred to as “Parties” and individually as “Party”.

**WHEREAS**

- A. Solar Energy Corporation of India Limited (SECI) is a CPSU under the administrative control of the Ministry of New and Renewable Energy (MNRE), set up on 20th Sept, 2011 to facilitate the implementation of JNNSM and achievement of targets set therein. It is the only CPSU dedicated to the solar energy sector. It was originally incorporated as a section-3 (not for profit) company under the Companies Act, 2013. In the present outlook of the RE sector, especially solar energy, SECI has a major role to play in the sector’s development. The company is responsible for implementation of a number of schemes of MNRE for large-scale grid-connected projects under JNNSM, solar park scheme and grid-connected solar rooftop scheme along with a host of other specialised schemes. In addition, SECI is also developing its own Solar, Floating & Hybrid innovative RE Projects & is providing consultancy services to various major CPSUs for developing turnkey basis RE Projects. The company also has power trading license and is active in this domain through trading of solar power from projects set up under the schemes being implemented by it.
- B. The Contractor is engaged in .....
- C. Owner and Contractor are desirous of pursuing a mutually beneficial relationship through the execution of Contract awarded by owner to the Contractor vide No....

Dated ..... The Contractor agrees that in the course of their association for executing the said Contract Agreement, there may be sharing of confidential information between them. Through this Agreement, both parties define the obligations with respect to the confidential information.

- D. Contractor may receive from the other Party i.e. Owner certain technical, non-technical, financial, business and other proprietary and confidential information in relation to their respective businesses and contract specific tasks.
- E. Due to various Information Security related risks associated with the execution of the contract, Owner desires to mitigate the perceived risks and seeks to protect its physical and intellectual assets through defined agreements with the Contractor.

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Contractor agrees as follows:

**1. Confidential Information**

“Confidential Information” shall mean any and all information disclosed to, or otherwise acquired or identified or observed by the Receiver including its subsidiaries and affiliates, and each of their respective directors, employees, representatives and agents from the Disclosing Party and its affiliated companies, relating to the business of the Disclosing Party, or received from others that the Disclosing Party is obligated to treat as confidential, and other materials and information of a confidential nature whether communicated in writing, orally, electronically, photographically, or recorded in any other form of media, including, but not limited to, all sales and operating information, contractor’s information, employee and other human resource information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, specifications, technical configurations, concepts, reports, methods, processes, techniques, operations, devices, , product schematics or drawings, descriptive material, patent and patent applications, trade secrets, trademarks, trade names, specifications, software (source code or object code) and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright or any other intellectual property right.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.

Notwithstanding the above, all Confidential Information shall be specifically marked as “CONFIDENTIAL” while disclosing the same to the Receiving Party. If the same is orally disclosed then the same to be reduced in writing and marked

as “CONFIDENTIAL”. Supplier, sub-contractor and other parties engaged by the Disclosing party shall have the same rights and obligations for the Confidential Information.

## **2. Obligations of Receiving Party relating to Information Security**

Contractor agrees to conform to the following requirements:

- a) All intelligent electronic devices (IEDs), including devices with embedded software, Automation servers Controllers, HMIs and associated network components wherein the data is routable (equipped with Ethernet/optical Ethernet, Serial/Optical Serial) must have capabilities to exceed or meet applicable technical requirements under IEEE-1686:2013 for satisfying IEC/ISO:62443-2-3, IEC/ISO:62443-2-4 and IEC/ISO:62443-3-3 requirements.
- b) Contractor agrees to submit required evidences for conformance to IEC/ISO:15408 for identified network-based systems such as routers, firewalls, SIEMs etc.
- c) Contractor agrees to provide IT architecture details such as Firmware details, Operating System, databases, middle-ware, application frameworks and related third-party drivers, software component libraries, including usage of virtualization/container technologies, of all devices qualifying under clause (a) above to facilitate vulnerability analysis of the device. OWNER reserves the right to undertake appropriate black-box testing of any system, subsystem to independently ascertain vulnerability of the product/solution.
- d) Contractor agrees to enable use of Indian Regional Navigational Satellite Constellation (IRNSS) based Time Synchronization signals through appropriate use of GPS technologies that support PTP (IEEE 1588) , if available commercially. In case the same are not available commercially, Contractor may supply the GPS Clock as per their solution requirement. However, in case OWNER supply the Indian Regional Navigational Satellite Constellation (IRNSS) based Time Synchronization signals through appropriate use of GPS technologies that support PTP (IEEE 1588) during this contract period (up to start of the Factory System Test), Contractor shall replace the existing Clock with the OWNER supplied timing solution in the Control and Protection system, without any cost implication to OWNER.
- e) Contractor commits to ensure, its adherence to secure software development life-cycle processes as per IEC/ISO:24748-1 or a similar standard and commits itself for voluntary disclosure of vulnerabilities in the system. Contractor agrees to develop and provide patches, including those of the third-party software components, for the Contractor disclosed vulnerabilities and also for the vulnerabilities discovered/ reported by any third party organization. The Contractor agrees to ensure supply and installation of

- patches up to the defect liability period of the system.
- f) For all software, operating system, software patches, version upgrades, firmware images etc authorized by the Contractor to be installed during the Life-Cycle of the project, the Contractor agrees to inform OWNER through a digitally signed email, the SHA-256 checksum of all software components.
  - g) The Contractor agrees to provide a list of all equipment and processes where data encryption is used. All required details for Key Management shall be provided to OWNER. OWNER at its own cost, shall supply requisite digital certificates/keys for installation and configuration of such systems as may be required for securing its interest.
  - h) OWNER shall provision Notebook PCs as per recommendations of the Contractor, which shall be only authorized device from which access to the network in use by OWNER, shall be permitted for any preventive maintenance, update and configuration.
  - i) The Contractor agrees to sign an undertaking, for its commitment to ensure bug and malware-free software/ software patches/ embedded software/ firmware in systems such as PLC Cards/ Logic Cards/ other microprocessor based intelligent systems. The Contractor agrees to declare with each shipment, whether during initial supply stage or subsequent repairs, diagnostics or upgrades, that it shall be solely responsible for any Criminal and/ or Civil Liabilities arising from failures due to such malware/bug. The Contractor further agrees to send a digitally signed statement by email, detailing SHA-256 checksum of all firmware/software components installed during any field/factory activity.
  - j) The Contractor agrees not to access through use of WiFi/ Bluetooth based networking to any device anywhere in the controlled network. All Bluetooth/ WiFi devices shall be disabled from associated firmware and Operating System in applicable devices of the controlled network.
  - k) The Contractor agrees to submit details of all devices equipped with Serial Ports (RS232C/RS485/USB etc including with Optical interface), Virtual Serial Ports and Serial over Ethernet. Only OWNER permitted devices shall be attached to serial ports. The Contractor agrees to provide systems to log details of any serial devices connected during the operation of the equipment.

### **3. Protection of Confidential Information**

#### **a) Use:**

The Receiving Party understands and acknowledges that the Confidential Information has been developed or obtained by the Disclosing Party by the investment of significant time, effort and expense, and that Confidential Information is a valuable, special and unique asset of the Disclosing Party. Therefore, the Receiving Party agrees to hold in confidence and not to disclose the Confidential Information, to any person or entity without similar

obligations agreed between the Receiving Party and such person or entity. The Receiving Party will use the same standard of care it would use to secure and safeguard its own confidential information of similar importance, but in no event less than reasonable care.

**b) No copying:**

The Receiving Party will not copy or modify any Confidential Information without the prior written consent of the Disclosing Party, except where such copy or modification is required for the purpose of the execution of the contract. Any permitted reproduction of confidential information must contain all confidential or proprietary legends which appear on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure or use of the confidential information.

**c) Permitted disclosures**

The Receiving Party shall permit access to the Disclosing Party's confidential information solely to the Receiving Party's Representatives and contractors who (i) have a need to know such information; and (ii) have signed the specified confidentiality agreement / similar contract conditions in favour of Receiving Party. All staff of Receiving Party (on-roll or outsourced) shall be bound by the terms of this Agreement. The Contractor agrees to individually authorize each of the member of staff assigned with the project, binding them individually with the terms of similar to this Agreement during and also post-employment.

**d) Additional obligations:**

The Receiving Party shall

- (i) notify the Disclosing Party promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the Disclosing Party's confidential information by any person or entity which may become known to the Receiving Party;
- (ii) promptly furnish to the Disclosing Party full details of the unauthorized possession, use or knowledge, or attempt thereof;
- (iii) use reasonable efforts to assist the Disclosing Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;
- (iv) use reasonable efforts to cooperate with the Disclosing Party in any litigation and / or investigation against third parties deemed necessary by the Disclosing Party to protect its proprietary rights;
- (v) promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of confidential information;

- (vi) comply with the directives of authorized agencies of Government of India, through appropriate technical configurations and custom modifications to achieve compliance as sought by them from time to time; and
- (vii) extend its services as may be required, at least once annually, during the Information Security audits.

e) **Unauthorized Disclosure of Information:**

If it appears that the Receiving Party has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Disclosing Party shall be entitled to an injunction to restrain the Receiving Party from disclosing, in whole or in part, the Confidential Information. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, subject to suitable notice of the same to Receiving Party and Receiving Party wilfully neglecting such notice or duties under the Agreement after such notice including a claim for losses and damages.

f) **Exceptions:**

The following shall not be considered as Confidential Information:

- (a) Any information that the Receiving Party can show by documentary evidence was in its possession prior to the disclosure to it hereunder; or
- (b) Any information that comes into the possession of the Receiving Party's Representatives, from another party who is under no obligation to the other to maintain confidentiality of such information; or
- (c) Any information that becomes generally known other than through the fault of the Receiving Party,
- (d) Any particular portion of the Confidential Information which was developed by Receiving Party's Representatives independently of and without reference to any Confidential Information or other information that the Disclosing Party has disclosed in confidence to any third party.
- (e) Information available in the public domain whether in tangible or intangible form.
- (f) Information that is not proprietary or confidential to the Disclosing Party but an information received from third party not connected to the Project.
- (g) Information that has not been marked by the Disclosing Party as "Confidential". The burden of proving these exceptions to the provisions of this Agreement resides with the Receiving Party.

4. **Remote Support:** Remote Support shall be permitted only as per ISO27001 Policy and Procedures. Further, remote support will only be permitted from within geographical boundaries of India. OWNER reserves the right to only permit the remote support with the presence of OWNER's authorized representative at the

remote end.

5. **Compelled Disclosure:** In the event that Receiving Party or any of Receiving Party's Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents) to disclose any of the Confidential Information to the authorities as per mandatory law, it is agreed that Receiving Party or Receiving Party's Representatives, as the case may be, will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party grants a waiver hereunder, Receiving Party or Receiving Party's Representatives may furnish that portion (and only that portion) of the Confidential Information which Receiving Party is legally compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded any Confidential Information so furnished.
6. **Information Security Audit:** OWNER reserves the right to undertake a second party / third party Information Security Audit at any point as may be required, to ascertain the risk/ vulnerability/ threats and the Contractor agrees to take necessary corrective measures in-situ or within a defined time frame, as the case may be.
7. **Term and Termination:** This Agreement shall be valid during the contractual period w.e.f. the date of signing of the main contract agreement.
8. **Return of Confidential Information:** Upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all written materials/ digital media containing the Confidential Information to the extent possible by the Receiving Party. The Receiving Party shall also deliver to the Disclosing Party written statements signed by the Receiving Party certifying that all materials have been returned within five (5) thirty (30) days of receipt of the request. Any unreturned Confidential Information shall be required to be maintained with similar confidentiality obligation for 10 years or as per applicable law, whichever is longer.
9. **Remedies:** Receiving Party acknowledges that money damages may be incalculable and an insufficient remedy for any breach of this agreement by Receiving Party and that any such breach may cause Disclosing Party irreparable harm. Accordingly, Receiving Party also agrees that, in the event of any breach or threatened breach of this Agreement, Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement

of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

10. **Relationship of Parties:** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership or joint venture.
11. **No Grant of Proprietary Rights:** The Receiving Party recognizes and agrees that, except as expressly and specifically set forth in this agreement, nothing herein shall be construed as granting any proprietary right, by license, implication, estoppel or otherwise, to any of the Disclosing Party's, confidential information, trade mark, trade name or to any invention or any patent right that has issued or that may issue based on such confidential information. All information disclosed is provided "as is" without any warranties of any kind.
12. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the Indian laws without regard to its conflict of law principles. In particular, the provisions of Information Technology Act 2000, and rules framed thereunder shall be applicable. Further the outline of system level requirements shall be in conformance to IS:16335-2015 standard. The applicable Information Security Policy shall be the ISO-27001:2013 policy and procedures of OWNER as modified from time to time.
13. **Jurisdiction and Venue:** In connection with any litigation arising hereunder, Parties hereby
  - (i) irrevocably and unconditionally submit to the exclusive jurisdiction of courts in Delhi and
  - (ii) Further that disputes if any, shall be dealt with as per the provisions of the dispute settlement clause mentioned in the contract / General Conditions of Contract (GCC).
14. **General Provisions:**
  - (a) This Agreement sets forth the entire understanding of the Parties regarding confidentiality. Any amendments must be in writing and signed by both parties.
  - (b) This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement and no Party shall have the authority to



- bind the other without the separate prior written agreement thereof.
- (c) This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at ..... by their duly authorized representatives as of the date first set forth above.

(OWNER)

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

Signature:

Name:

Name :

Title

Title :

**Format for Pre-Bid Queries**

**Interior cum Fit-out Work of Corporate Office Complex of SECI at World Trade Center New Delhi**

**Tender No: \_\_\_\_\_**

<b>S. No.</b>	<b>Tender Section</b>	<b>Page No.</b>	<b>Clause No.</b>	<b>Description as per Tender Document</b>	<b>Queries</b>	<b>Category (Finance/ Technical/ Contractual)</b>	<b>Clarifications</b>
1							
2							
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## **SECTION-VIII**

# **SCOPE OF WORK/ TECHNICAL SPECIFICATIONS**

## **A. INTRODUCTION**

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

## B. CONTRACTOR'S SCOPE OF SERVICES/WORK

Solar Energy Corporation of India Limited (SECI) is having its Corporate cum Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023. The Board Level Executives of SECI are sitting at 1st Floor, Plate-B, NBCC Office Block Tower-4, East Kidwai Nagar, New Delhi - 110023.

The Contactor has to take into consideration the following list of approved makes:

CIVIL WORKS & INTERIOR WORKS		
1	Cement	UltraTech Cement, Ambuja Cements, ACC Cement,
2	Steel	Tata Steel, JSW Steel, SAIL, AM, NS India
3	Adhesives	Sika India, Araldite, Pidilite
4	Plaster of Paris	JK, Sakarni, Birla, Gyproc
5	Waterproofing chemical	FOSROC, Cico, Pidilite
FLOORING		
6	Italian Marble	As per Selection
7	Vitrified Tiles	Kajaria, Somany, Varmora, AGL
8	Ceramic Tiles	Kajaria, Somany, Varmora, AGL
9	Engineered Wooden Flooring	Mikasa, Notion, Kahrs, Woodworks, Pergo, Leben
10	Laminated Wooden Flooring	Mikasa, Notion, Kahrs, Woodworks, Pergo, Leben
11	False Flooring	Arena, Unitile, Tankria
12	Flocked Non-Woven Carpet Flooring	Milliken, Mohwak, Shaw, Forbo
13	Nylon Carpets	Milliken, Mohwak, Shaw, Forbo
14	Aluminium Skirting	Liko-S, Dorma, Baux, Ozone
15	Acrylic Solid Surface	Dupont, LG, Staron
16	Tile Adhesive	Pidilite, Myk Laticrete, Sika, Roff, Weber
17	Tile Grout	Pidilite, Myk Laticrete, Sika, Roff, Weber
FRAMES AND PARTITION WORKS		
18	Aluminium frame Partition system	Baux, Iqubx, Liko-S, Kubik, Dorma, Saint-Gobain
19	Aluminium partition	Baux, Iqubx, Liko-S, Kubik, Dorma, Saint-Gobain
20	MDF	Century, Greenlam, Duratuff, Merino
21	Laminates	Greenlam, Merino, Century, Royale Touche
22	Rock wool insulation	Rockwool India, Uptwiga ,Kimmco-Isover

23	PVC Board	Green Indure, Century, Flexibond, Ecoste
24	Gypsum Boards & framework	Gypsum India, Nerolac Gypsum, Boral Gypsum, Saint Gobain Gyproc
25	Acoustics Panels	Uniacoustic, Woven Image, Ecotone, Aerolite
26	Commercial Ply	Greenply, Duro, Century, Merino
27	Block Board	Greenply, Duro, Century, Merino
28	Paints, Primer	Asian Paints, Berger, Nerolac, Dulux
29	Veneer	Greenlam, Century, Merino
30	Glass Partition	Saint-Gobain, Liko-S, Baux, Iqubx, Ozone, Hettich
31	Fire Retardant Paint	Asian Paints, Berger, Nerolac, Dulux
<b>WALL FINISHES</b>		
32	Aluminum Glass Partition	Baux, Iqubx, Liko-S, Kubik, Dorma, Saint-Gobain
33	Hardware	Hafele, Dorma, Hettich, Ozone, Geze
34	Toughened Glass	Saint Gobain, AIS, Modiguard
35	Italian Marble Panelling	As per Selection
36	Corian	Dupont, LG, Tristone, Staron, Himacs
37	Laminated Fluted MDF	AGT, Venura, Vivre, Techno
38	Fluted Veneer Panel	AGT, Venura, Vivre, Techno
39	Acoustic Movable Partition	Dorma, Ecotone, Indo
40	Pet Acoustic Wall	Uniacoustic, Woven Image, Ecotone, Unidus
41	Woodwork Perforated Panel	Ecotone, Armstrong, Newage, Knauf, Techno
42	Laquered Glass	Saint Gobain, AIS, Modiguard
43	Gypsum Dry Wall	Saint Gobain, India Gypsum, Usg Boral
<b>FALSE CEILING</b>		
44	Gypsum Board Ceiling	Saint Gobain, India Gypsum, Usg Boral
45	Open Grid Aluminium Ceiling	Durham, Hunter Douglas, Harsons, Comet, Metalic
46	Upvc Baffle Ceiling	Promenace, Unistone, Leben, Lingel
47	Wood Wool Board	Fibretext, Ecotone, Himalaya, Anutone
48	Linear Open Cell Ceiling	Durham, Hunter Douglas, Harsons, Comet, Metalic
49	Wallpaper	Marshall, Asian Paints, India Circus
50	Acoustic Panel	Uniacoustic, Woven Image, Ecotone, Unidus
51	Acrylic Sheet	Treelam, Ventura, Skydecor

	Cladding	
52	Laminate	Merino, Green Lam, Century, Ventura
53	MDF	Century, Greenlam, Duratuff
54	Accent Paints	Asian Paints, Berger, Nerolac, Dulux
55	Mineral Fibre ceiling	Knauf, AMF, Armstrong, Newage, Gyproc
56	Perforated Gypsum Ceiling	Gyproc, USG Boral, Shera, Armstrong, Boral Gypsum
57	Mirror	Saint Gobain, AIS, Modiguard
58	GRC Moulding	Unistone, Mahesh GRC, Star GRC, Wall Pro-VG Sales
<b>DOORS</b>		
59	Fire Doors	Dorma, Navair, Geze, Haffele
60	Flush door	Green, Century, Merino
61	Door Closers, Door Locks & Hardwares	Dorma, Navair, Geze, Haffele, Hettich
62	Flush Door Shutters	Green ply, Century, Merino
63	Door Floor Spring	Hafele, Dorma, Ozone
<b>SIGNAGES &amp; WALLPAPERS</b>		
64	Wallpaper	Marshall, Asian Paints-Nilaya, India Circus
65	Graphics	As Per Design
66	Digital Film and graphics	3M, Garware, Solar Guard, Suntek
67	Aluminium transition profile	Baux, Iqubx, Liko-S, Kubik, Dorma, Saint-Gobain
68	Signages	Essaar Interiors, City Sign Adv. And Marketing, Interior Hub
69	Green Wall	We Décor 8, Sai Nursery, Laxmi Plant
70	Printed Vinyl film	3M, Garware, Solar Guard, Suntek
<b>BLINDS</b>		
71	Roller blinds	Deck, Vista, Hunter Douglas
72	Wooden Blinds	Deck, Vista, Hunter Douglas, Marvel, Mac
73	Blackout Roller Blind	Deck, Vista, Hunter Douglas, Marvel, Mac
74	Motorized controls for Blinds	Somfy, Vista
<b>TOILET CUBICLE</b>		
75	Toilet Cubicle	Merino, Geecen, Century

<b>KITCHEN EQUIPMENT</b>		
76	Kitchen Furniture	Indo Innovations, Fuzon, Hacker, Magpie, Spacewood
<b>FURNITURE</b>		
77	Multipurpose Hall Desk & Seats	Indo Innovations, Bonton, Steelcase, Spacewood
78	Chairs, Sofa, Seatings & Work Stations	Herman Miller, Steel Case, Haworth
79	Tables and rest furnitures	Indo Innovations, Bonton, Steelcase, Spacewood
<b>MISCELLANEOUS</b>		
80	Planters	As per Selection
81	Articrafts	As per Selection
<b>AV SYSTEM</b>		
82	Direct View LED Video Wall Screen	Samsung, LG, Panasonic
83	Professional Ultra HD Display Panel	Samsung, LG, Panasonic
84	Multi touch Interactive display	Samsung, LG, Panasonic
85	Wall, Ceiling & Floor Mount	Logic, Lumi, Chief, Btech
86	Cable Cubby- Type -2	Logic, Magnum, Altenix
87	Cable Cubby (Retractable Type) Type-1	Kramer, Extron, Creston
88	Room Scheduler Display	Evoko, Philips, Elhi Tech, Logitech, Zoapi
89	Wireless presentation module	Braco, Extron, Zoapi, Logitech
90	4K Network PTZ Conference camera	QSC, Vaddio, Clearone, Logitech, Peoplelink
91	HD Visual Communications System	Poly, Cisco, Avaya, Panasonic
92	Mini-PC	Zoapi, Dell, HP, Acer
93	Universal Switcher, HDMI Switcher	Extron, Lightware, Crestron, Wyrestrom
94	HDMI 2.0 Extender	Extron, Lightware, Crestron, Wyrestrom



95	Unified Communication Bar (All in One)	Sennhieser, Neat, Kramer, Wyrestorm
96	Round Ceiling Mounted Beamforming Microphone	Sennhieser, Shure, Clearone
97	Digital Wireless microphone set	Sennhieser, Shure, Clearone
98	Active Antenna Splitter	Sennhieser, Shure, Clearone
99	Antenna booster	Sennhieser, Shure, Clearone
100	Passive directional antenna	Sennhieser, Shure, Clearone
101	Gooseneck Shotgun Microphone	Sennhieser, Shure, Clearone
102	Wireless Access Point	Televic, Sennhieser, Shure
103	Tabletop wireless conference unit	Televic, Sennhieser, Shure
104	Short Stem Removable Microphone	Televic, Sennhieser, Shure
105	Advanced Audio License	Televic, Sennhieser, Shure
106	Charging station	Televic, Sennhieser, Shure
107	Digital Signal Processor	QSC, Biamp, Extron, Clearone
108	Hardware or Software based control system	QSC, Biamp, Extron, Aten
109	Network I/O Expander	QSC, Biamp, Extron, Aten
110	Touch Screen Controller	QSC, Biamp, Extron, Aten
111	Managed Switch	HP, Cisco, Netgear, Ruckus
112	Loudspeaker & Amplifier	QSC, Biamp, Bose, JBL
113	HDMI 2.0b & USB-C Pro AV cable	Lighaware, Extron, Belden, Wyrestorm
114	USB Active Extension Cable	Lighaware, Extron, Belden, Wyrestorm
115	Microphone, Speaker and Cat 6 STP Cable	Belden, Sommer, Canare, Kramer
116	Rack Structure	Valrack, Netrack, President, Tata Trynox

## PLUMBING SYSTEM

117	Vitreous China Sanitaryware	Jaquar, Parryware, Cera, Hindware
118	WC Connectors	Jaquar, Parryware, Cera, Hindware
119	Stainless Steel Sink	Jayna, Neelkanth, Nirali
120	Auto Urinal Flush System	Cera, Euronics, Parryware
121	Hand Drier	UTEC System, Blue Circle, Euronics, Kopal
122	CP Brass Fittings	Jaquar, Parryware, Cera, Hindware
123	Flow Control Devices	Jaquar, Parryware, Cera, Hindware
124	Geyser	Jaquar, AO Smith, Havells
125	Floor Drain Fixture, Rain Water Outlets	ACO, GMGR, Geberit
126	Pre-fabricated Car parking, Drain channel	Aco, Viega
127	C.P. Grating for Floor Trap	Chilly, GMGR, Neer
128	Drip Seal	Acqua Bond, Vinod Cement Co. Megaseal
129	Cast Iron Pipes & Fittings Manhole covers & frames a. As per IS:3989 (Pipes & Fittings)	Neco, Kapilansh, SKIF
130	C. DI Manhole Covers & Frames	Kartar Valves, Neco, Tata Steel
131	GI , MS Pipes (IS : 1239 and IS : 3589)	Tata Steel, Jindal (Hissar), Jindal (Star)
132	GI pipes fittings	Tata Steel, Jindal (Hissar), Jindal (Star)
133	GI pipe sealent	Henkel - LOCTITE 55
134	Pipe clamp & supports	Chilly, Euroclamp, Kanwal
135	UPVC Pipe	Akg, Astral, Supreme, Finolex
136	CPVC pipes	Akg, Astral, Supreme, Finolex
137	GM, Forged Brass Ball Valves	AKG, Sant, SKS, Zoloto
138	Butterfly Valve	AKG, Sant, SKS, Zoloto
139	Check Valve – WaferType	AKG, Sant, SKS, Zoloto
140	Check Valve – Dual Plate	AKG, Sant, SKS, Zoloto
141	Check Valve Forged Screwed	AKG, Sant, SKS, Zoloto

142	Air Release Valve	AKG, Sant, SKS, Zoloto
143	Ball Float Valve	AKG, Sant, SKS, Zoloto
144	Y Strainer CI	AKG, Sant, SKS, Zoloto
145	Pressure Gauge	Emerald, Fiebig, H Guru
146	Water Meter (Mechanical Type)	Adept, Kranti, Kent
147	Level Controller & Indicator (Water)	Auto Pump, Cirrus Engineering, Elegent Controls
148	Paints	Asian Paints, Cirrus Engineering, Elegent Controls
149	Welding Rods	Ador, Esab, Royal Plug
150	Fastner	Fisher, Hilti, Wurth
151	Pipe Protection Wrapping	IWL-Pypkote, Rustech-Coatek
<b>FIRE FIGHTING SYSTEM</b>		
152	Fire Pump	Grunfos, Ebara, Xylem, Kirloskar
153	Motor	ABB, Bharat Bijlee, Kirloskar, Siemens
154	G.I., M.S. Pipes (IS: 1239, IS: 3589)	Tata Steel, Jindal (Hissar)
155	Standard M.S. Fittings	Seamless Fittings, Pipeline Products
156	DI, CI, Forged Steel Fittings	Jainsons Industries, VSBM Fittings, Bharat Forge
157	DI MH Cover & Frame	Kartar Pipe and fittings, NECO, Raj Iron Foundry
158	Paints	Asian Paints, Berger, Shalimar Paints
159	Single Headed Landing Valve	Kalpex, Newage, Minimax
160	Fire Hose	Kalpex, Newage, Minimax
161	First Aid Hose Reel (LPCB Approved)	Kalpex, Newage, Minimax
162	Branch Pipe	Kalpex, Newage, Minimax
163	Fireman Axe	Kalpex, Newage, Minimax
164	Pipe Protection Wrapping	IWL - Pypkote, Rustech – Coatek
165	Pipe clamp & supports	Chilly, Euroclamp, Kanwal
166	GM, Forged Brass Valves	AKG, Sant, Zoloto, SKS
167	Butterfly Valve	AKG, Sant, Zoloto, SKS
168	Check Valve – Dual Plate	AKG, Sant, Zoloto, SKS
169	Air Release Valve	AKG, Sant, Zoloto, SKS

170	Y Strainer	AKG, Sant, Zoloto, SKS
171	Hose Reel Drum (ISI marked)	Minimax, Kalpex, Newage
172	Siamese breaching connection, Fire service inlet draw out connection	Minimax, Kalpex, Newage
173	Fire Buckets	Minimax, Kalpex, Newage
174	Mechanical Seal	Burgmann, Sealol
175	Couplings	Lovejoy, Dunlop
176	Anti-Vibration Mounting & Flexible Connections	Dunlop, Kanwal Industrial Corporation, Resistoflex
177	Pressure Gauge	Emerald, Fiebig, H Guru
178	Welding Rods	ADOR, Esab
179	Installation Control Valve	Victaulic, Tyco, Newage
180	Sprinkler Heads	Victaulic, Tyco, Newage
181	Flexible Drop Connection (UL Listed)	Victaulic, Tyco, Newage, Easyflex
182	Fire Extinguishers	Minimax, Kalpex, Newage
183	Water Flow Switch	Honeywell, Potter, Rapid Control
184	Inspector's test assembly	VictaulicGiacominiViking
185	Tamper switch	Minimax, Kalpex, Newage
186	Foot valve	Minimax, Kalpex, Newage

### HVAC SYSTEM

187	Acoustic, Insulation, Underdeck Insulation	Supreme, Armaflex, K flex, Paramount, Hira insulation
188	Spigots	Tristar, Cynor, Airflow, Dynamic, Total Flow, Sphere
189	Extruded Aluminium Grills, Diffusers, Dampers	Tristar, Cynor, Airflow, Dynamic, Total Flow
190	Sisw Fan , Didw Fan , Inline Fans	Ostbarg, Kruger, Caryaire, Air flow, Maico
191	G.P. Sheets	Tata, Sail, Jindal
192	Aluminium Sheets	Hindalco, Balco, Nalco
193	Fire Dampers	Tristar, Cynor, Airflow, Dynamic, Total Flow
194	Pipe Insulation	Supreme, Armaflex, K flex, Paramount, Hira

		insulation
195	Factory Fabricated Ducts	Hilti, Fischer, Wurth
196	Dash Fasteners	mandev, rajco, mexflow
197	Factory Fabricated Plenums	Ductofab, Gp spira, Zeco, Gsr aerotech
198	Drain Pipe	Supreme, Polypack, Akg
199	PVC Conduit Pipe	Bec, Akg , Polypack
200	CAC (Central Air Cleaner)	Intelligreen technologies, Airultra, Honeywell
201	Air Purification System (Plasma Ionization)	Ntelligreen technologies, Airultra, Adair
202	Indoor Air Quality Monitor	Ntelligreen technologies, Airultra, Adair
<b>EL SYSTEM</b>		
203	MCCB's	Schneider: NSX Series, Siemens: 3VL Series, Mitsubishi: WS Series
204	ACB's	Schneider: NW Series, Siemens: 3VL Series, Mitsubishi: WS Series
205	MPCB's:	Schneider: Tesys Series, Siemens: 3RV Series, Mitsubishi: MPP Series
206	MCB's, ELCB's, RCBO's & RCCB's	Legrand, Schneider –Acti-9 Series, Hager, Honeywell MK
207	MCB DB's	Legrand, Schneider –Acti-9 Series, Hager, Honeywell MK
208	HRC Fuses & Fues Switch Units	Schneider Electric, L&T, Siemens, ABB
209	Moulded Socket outlets, Weatherproof, Metal Clad Socket Outlets	Clipsal, Neptune-Bals, MK India, Cape
210	Industrial Socket in moulded enclosure, in powder coated sheet steel enclosure	Schneider Electric, Legrand, Neptune Bals, Cape
211	Weatherproof Enclosure	Hensel, Tribbox, Cape
212	Manual On load, 4P Change Over Switchs	HPL Socomec, L&T

213	Contactors & O, L relays within built SPP	Schneider: Tesys Series, Siemens: 3TF Series, Mitsubishi: SN Series
214	Aux. Relays for control and tripping circuits for fire etc.	Schneider, Siemens, ABB
215	SPP	Minilec, L&T
216	Indication Lamps	Schneider Electric, L&T -Esbee, Siemens
217	Push Buttons	Schneider Electric, L&T -Esbee, Siemens
218	Selector Switches	L&T -Salzer, Kaycee, Siemens
219	Electrical Terminals	Elmex, Connect Well
220	Multifuction Meter – Digital, Multifunction, VAF, VA, V, A, Hz, kwh meters (BMS, Non BMS compatible) & Dual source kwh meters with Cut-off, Pre-paid type	Schneider-Conzerv, Elmeasure, Secure
221	Meters-Analogue	Rishab-L&T, AE, Schneider-Conzerv
222	Timers	Schneider Electric, L&T, Siemens
223	Relays (Numeric Type)	L&T, Alstom, ABB, Schneider
224	Relays (Electromagnetic Type)	Areva, Easun Reyrolle
225	Cast Resin CTs, Cast Resin PT's, Control Transformers in Panels for metering & protection	AE, Gilberts & Maxwell, L&T
226	Capacitors: Heavy duty type (MPPH type), Inert gas type	Schneider Electric, Epcos
227	APFCR (Automatic power factor correction relay) Micro Processor Based (BMS, Non BMS Compatible) 3 Phase type	Schneider Electric, Epcos
228	Detuned Filters	Schneider Electric, Epcos
229	Active Harmonic Filter	Schneider Electric, ABB

230	DG Controllers	Dief, Woodward
231	Softstarter	Schneider Electric, Siemens, ABB
232	PLC	Allen Bradley, Siemens, Schneider Electric, Rockwell
233	Annunciator, Water Level Controler	Minilec, L&T-GIC
234	VFD (Variable Frequency Drives)	Danfoss, Schneider, ABB
235	Surge Suppressor Device	ASCO, Vertiv, OBO
236	ATS (Automatic Transfer Switch)	ASCO (Imported)
237	FRLS PVC, MS, GI Conduits & Accessories	BEC, Polypack, Precision, RM Con, Becon, Steel Krafts
238	Switches & Sockets- Modular type (Grade-B)	Legrand – Arteur, Schneider - Zencilo , MK - Orna , Crabtree , CAPE Electric
239	Pop-up Boxes	Legrand
240	Lighting Fixtures	Wipro, Havells, Philips, Panasonic
241	Tube Lights & Lamps	Philips, Osram, Panasonic
242	LV Halogens Lamp transformers (Electronic)	Philips
243	High Performance, HF Electronic Ballasts (DIM & NON-DIM) for lamps	Philips
244	Exhaust Fans, Ceiling Fans	Usha, Crompton Greaves, Havells
245	Wires & Cables (Power & Control) - Aluminium, Copper Armoured , Unarmoured	Rallison, RR Kabel, KEI
246	Fire Survival Cables	Rallison, RR Kabel, KEI
247	Cable lugs & thimbles	Dowells, Jainson
248	Cable glands	Comet, HMI, Lotus
249	TV Co-axial Cable	Delton, Finolex, Rallison
250	Paging, Music Speaker Wire (Twin Twisted)	Delton, Finolex, Rallison

251	Jelly Filled Armoured Tele. Cables	Delton, Finolex, Rallison
252	GI, MS Raceways & Cable Trays	Rmcon, Obo, MEM, Advance
253	Modular Hanging, supporting system for cable trays, rising mains & bus ducting (Channel, Threaded Rods & Clamps)	HIRA WALRAVEN, UBB, GRIPPLE, HILTI
254	Wire Mesh Cable Trays	Legrand - Cablofil, Gewiss - OBO, Profab
255	Floor Outlet Boxes	MK India - EGA, OBO
256	Cat-5, Cat-6 Voice, Data Cables	Lucent - Avaya, AMP, Rallison, Fedus, Sounce, Derwiser
257	Voice, Data Face Plates	Lucent - Avaya, AMP, Derwiser
258	Tele Tag Blocks	Krone
259	LT Panels and Sub Panels	Tricolite, Ambit, Adlec, LS Power
260	Final Distribution Boards	Legrand, Schneider –Acti-9 Series, Mitsubishi
261	Earthing System	
262	Maintenance free chemical earthing (As per IS-IEC 62561)	JMV, APS, CAPE
263	Exothermic Welding (UL Listed Only)	Erico-CADWELD, KLK, CAPE
264	SS-304, SS-316 Cross, T, L & Straight Connectors (GI, Copper & SS connectors)	JMV, APS, CAPE
265	Copper Bonded 'MS' earth Tape	JMV, APS, CAPE
266	Copper Bonded 'MS' Conductor	JMV, APS, CAPE
267	High Tensile Alloy Hardware for Panels, Distribution boards, earthing tapes (Zinc coated) (Grade 8.8 &	Unbreako, TVS , GSK , Pooja Forging



	Grade 5.6)	
268	Stanless Steel Hardware for Panels, boards & earthing tapes (SS- 304, SS- 316)	Duplex Fastners (Ramesh Steel Corporation, Gujarat), Red Earth Steels, Mumbai
269	Fire sealing compound	Hilti, Vijay Fire
270	Inverter	Luminous, Su-kam, Microtek
271	UPS	Schneider, Eaton, 3EM
272	K13 Isolation Transformers	Datsun, Magnetic Controls, Inducto Tech
273	Batteries (Selaed Maintenance Free)	Panasonic, Global Yuasa, Amara Raja
274	Lithium ion Batteries	SAMSUNG, LG, PANASONIC
<b>ELV SYSTEM</b>		
<b>A.</b>	<b>Intelligent Fire Alarm System</b>	
275	Analogue Address fire detection & alarm system including Integrated digital voice evacuation system (complete with detector, sensors, fire panel, MCP's, speakers, amplifier, modules and complete all detectors & devices with graphic software etc.)	Notifier – Onyx Series, Honeywell XLS 3000, Schrack
276	LPG Detectors	Honeywell, Drager, DI (Detection Instruments), MSA, Schrack
277	Response Indicator	Local as approved by OEM
278	Twisted FRLS Cu. Conductor Cable	Bonton, KEI, RR Kabel, Ravin, Rallison, Finolex
279	Aspiration System	Notifier, Johnson Control, Honeywell

280 .	MS, GI Conduit (Heavy duty)	BEC, Polypack, Precision, RM Con, Becon, Steel Krafts
281 .	Fire Survival Cable	Bonton, AFW, India Impex (FR-Tek), KEI, Prysmian, Rallison, Noburn-UK
<b>B.</b>	<b>ACCESS CONTROL SYSTEMS</b>	
282 .	Access Control System & Controllers with software	Tyco Software House, Bosch, Lenel, Honeywell, Solus
283 .	Card Readers & Cards	Tyco Software House, Honeywell, HID, Lenel, Solus
284 .	Electromagnetic Locks	BEL, Trimec, Honeywell, Ebelco, Solus
285 .	Magnetic Contacts	Sentrol, Honeywell, Solus
286 .	Push to Exit button	MK, Schneider, Solus
287 .	Cables	Polycab, Havells, Finolex Cables, RR Kabel, KEI Industries
288 .	MS, FRLS PVC Conduit	BEC, Polypack, Precision, RM Con, Becon, Steel Krafts
289 .	CAT 6 Cables	Systimax, AMP, Molex, Fedus, Sounce, Derwiser
290 .	Boom Barriers, Turnstile, Flap Barriers	Gunnebo, Magnetic, FAAC – Neptune (Hydraulic), Neptune-Automatic, Solus
<b>C.</b>	<b>CCTV</b>	
291	CCTV System and Cameras (Cameras, NVR, DVR, VMS, Software etc.)	Tyco, Bosch, Pelco, Honeywell, CP Plus
292	Transmitter & Receiver for Lift Car Cameras	Cambium, Ubiquity
293	Monitor	Samsung, LG, HP, Panasonic
294	DVR, NVR, VMS	Tyco, Bosch, Pelco, Honeywell
295	Switch	Cisco, Jiniper, Avaya, Ruckus, Netgear
296	Co- axial, Multicore Cable	Finolex, Sky tone, Bonton, CP Plus
297	MS, FRLS PVC Conduit	BEC, Polypack, Precision, RM Con, Becon, Steel Krafts

