

# **SOLAR ENERGY CORPORATION OF INDIA**

(A GOVERNMENT OF INDIA ENTERPRISE)

Invites Bids

FROM

TRADING LICENSEES

FOR

THE SUPPORT SERVICES FOR THE PURPOSE OF  
FACILITATION OF TRADING OF POWER



BID No: SECI/Cont./Ind./73 /2014

Dated: 10.11.2014

Telephone No & Fax No: +91-11- 71989200

SECI website: [www.seci.gov.in](http://www.seci.gov.in)

Email: [contracts@seci.gov.in](mailto:contracts@seci.gov.in);

**November-2014**



## SOLAR ENERGY CORPORATION OF INDIA

(A Government of India Enterprise)

Bid No: SECI/Cont./Ind./73/2014

Date: 10.11.2014

Solar Energy Corporation of India (hereinafter called “SECI”), invites bids from Category-I trading licensees who submitted the response to our EOI vide no *SECI/Cont./Ind./72/2014 dated 5<sup>th</sup> September, 2014* and qualified against the eligibility criteria.

For the implementation of the support services for the purpose of facilitation of trading of power work as detailed in this bid document, Bidders should submit their bid proposal along with all supporting documents complete in all aspect on or before **25-11-2014 up to 11.00 A.M** in the office of “SECI” in the prescribed format.

Bidder shall submit bid proposal along with non-refundable processing fee, complete in all respect as per the Bid Information sheet. Price bid will be opened on **25-11-2014 at 3.00 P.M** in presence of authorised representatives of bidders who wish to be present. Bid proposals received without the prescribed processing fee and Bid Bond will be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Bid documents which include various conditions of contract, formats, etc, can be downloaded from **SECI website [www.seci.gov.in](http://www.seci.gov.in)**

Any amendment (s)/corrigendum/Clarifications with respect to this Bid shall be uploaded on SECI website only. The Bidder should keep themselves updated for any Amendment/Corrigendum/Clarification on the above website(s).

**DISCLAMIER:**

1. Though adequate care has been taken while preparing the Bid 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 fifteen (15) days from the date of notification of Bid document, it shall be considered that the Bid document is complete in all respects.
2. Solar Energy Corporation of India (SECI) reserves the right to modify, amend or supplement this Bid document.
3. While this Bid document 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 Bid document, even if any loss or damage is caused by any act or omission on their part.

## **BID INFORMATION SHEET**

<b>Document Description</b>	The support services for the purpose of facilitation of trading of power of aggregate capacity upto 750MW.
<b>Bid No. &amp; Date</b>	SECI/Cont./Ind./73/2014 Dated: 10-11-2014
<b>Pre-bid Conference/ Clarification Meeting</b>	A pre-bid conference shall be held on <b>14-11-2014</b> at 11:00 A.M. at SECI Office. Only one person from the bidder company is allowed to attend the same.
<b>Last date &amp; Time of Submission of Response of RFS</b>	<b>25-11-2014</b> up to 11.00 A.M
<b>Price Bid Opening</b>	<b>25-11-2014</b> at 3:00 P.M
<b>Processing Fee (non-refundable)</b>	<b>Rs. 16,854/-</b> (Rs. Sixteen Thousand Eight Hundred Fifty Four only) inclusive of Service tax @12.36% to be furnished through Demand Draft (DD) drawn in favour of “Solar Energy Corporation of India”, payable at New Delhi along with Bid.
<b>BID BOND</b>	Bidder has to furnish the Bank guarantee as per the prescribed Format-4 or Demand Draft (DD) drawn in favour of “Solar Energy Corporation of India”, payable at New Delhi along with Bid for the amount of <b>Rs. 10,00,000/- (Rupees Ten Lakhs Only)</b> . Please refer ITB Clause 8 of Section –II for further details.
<b>Performance Security in the form of PBG</b>	10% of the total Contract value shall be furnished within 21 days of the receipt of Notification for Award of Work from SECI. Please refer GCC Clause 5 of Section –III.
<b>Name, Designation, Address and other details (For Submission of Response to RFS)</b>	Avnish Parashar Dy. Manager (Contracts) Solar Energy Corporation of India D-3, A Wing, 1 <sup>st</sup> Floor, A-Wing Religare Building, District Centre, Saket, New Delhi-110 017 Phone No:011-71989238

**Important Note:**

Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Bid document through the website [www.seci.gov.in](http://www.seci.gov.in).

No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually.

All the information related to this Bid document shall be updated in SECI website [www.seci.gov.in](http://www.seci.gov.in) .

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## **SECTION-I: DEFINITIONS & INTERPRETATION**

## SECTION-I: DEFINITIONS & ABBREVIATIONS

### 1.0. Definitions

- 1.1. In the “Bid / Tender / Contract Document” as herein defined where the context so admits, the following words and expression will have the following meaning:
- 1.2. **“Authorised signatory”** shall mean a person in whose name Power of Attorney has been executed with board resolution. In that case board resolution and PoA shall be submitted in favour of authorised signatory by the bidding company
- 1.3. **“Bid”** shall mean the Price Bid submitted by the Bidding Company / Bidder / Tenderer along with all documents/credentials/attachments, formats, etc., in response to this Bid Document, in accordance with the terms and conditions thereof.
- 1.4. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid information Sheet and as specified in Bid information sheet, Page No: 4 of this Bid document including all amendments thereto ;
- 1.5. **“Bid Document”** shall mean all Definitions, Sections, Formats & Annexures etc. as provided in the Bid No SECI/Cont./Ind./73/2014 dated 14-10-2014 including all amendments/clarifications thereof.
- 1.6. **“Competent Authority”** shall mean Managing Director (MD) of Solar Energy Corporation of India himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;
- 1.7. **“Contract”** means the Letter of Award (LoA) issued by SECI to the Successful Bidder in response to their bid including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 1.8. **“Contract Price / Contract Value”** shall mean the sum calculated in accordance with the prices accepted in Bid and / or the Contract rates as payable to the Successful Bidder for the entire execution and full completion of the Work.
- 1.9. **“Day”** means calendar day;
- 1.10. **“SECI”** shall mean Solar Energy Corporation of India , New Delhi (A Govt. of India Enterprise) under the administrative control of MNRE;
- 1.11. **“Officer-in-Charge”** shall mean the person designated from time to time by SECI and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract;
- 1.12. **“GCC”** means the General Conditions of Contract contained in this section;
- 1.13. **“The Government”** means the Government of India.



- 1.14. **"MNRE"** shall mean Ministry of New and Renewable Energy, Government of India;
- 1.15. **"Price Bid"** shall mean Envelope II of the Bid, containing the Bidder's Quoted Price Bid as per the Section- IV of this BID;
- 1.16. **"Receivables"** shall mean the amount payable to the Successful Bidder as per the Contract.
- 1.17. **"Successful Bidder(s)"** shall mean the Bidder(s) selected by SECI pursuant to this Bid.
- 1.18. **"Work or Services"** shall mean all responsibilities of a Successful Bidder as covered in this tender.

## **INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any 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.
5. The table of contents and any headings or sub headings in the contract has been inserted for reference only & shall not affect the interpretation of this agreement.

## **SECTION-II: INFORMATION & INSTRUCTIONS TO BIDDERS (ITB)**

## SECTION-II: INFORMATION & INSTRUCTIONS TO BIDDERS (ITB)

### 1.0 General Information:

MNRE had issued guidelines for implementation of the scheme for Batch-I of Phase-II for setting up of 750 MW Solar PV Project. Government of India has identified SECI as the implementing agency and was also appointed as the nodal agency to facilitate grid connected solar power generation under VGF scheme. Under the said scheme SECI acts as a nodal agency for providing VGF funding to the Solar project developers and also executes Power Purchase / Sale Agreements with the project developers and the state utilities. SECI shall charge a fixed margin per unit for these transactions. In the first batch, SECI is in the process of executing PPAs / PSAs of 750 MW Solar Power with the solar developers and the state utilities.

#### Some of the salient features of JNNSM Phase II Batch I:

S. No.	Features	Details
1.	Total Aggregated Capacity (MW)	750 MW
2.	Project Sizes (MW)	10/20/30/40/50
3.	Tariff	<ul style="list-style-type: none"> <li>• <b>PPA:</b> Rs 5.45 / kWh fixed for the 25 years of the Project life. In case the SPD is claiming Accelerated Rate of Depreciation as per the Income Tax Act 1961 for the Project, the applicable tariff shall be reduced to Rs.4.75/kWh. Any excess generation over and above 10% of declared CUF will be purchased by SECI at a tariff of Rs.3.00/kWh, provided SECI is able to get any buyer for sale of such excess generation.</li> <li>• <b>PSA:</b> Rs 5.50 / kWh fixed for the 25 years of the Project life.</li> </ul>
4.	Selection of Projects	Competitive bidding based on VGF Requirement
5.	Timelines	<ul style="list-style-type: none"> <li>• <b>Commissioning of the Project:</b> Within 13 months from the date of signing of PPAs (i.e.28-03-2014). Max. time including encashment of PBG and reduction in tariff is 24 months from PPA. Part commissioning (in multiples 10 MW) is allowed.</li> </ul>

6.	Energy Generation	The energy generation from the project is estimated to be around 1200 MUs. However these figures are indicative only and likely to vary as per Article 4.4 of the PPA. The draft of the PPA / PSA is available at SECI's website.
7.	Payment Security Mechanism	Letter of Credit / Collateral Arrangement / a corpus of INR 170 Cr is proposed to MNRE.
8.	Selected Projects of 750 MW Grid connected Solar PV Projects under JNNSM Phase-II Batch-I	Web link: <a href="http://www.seci.gov.in/upload/uploadfiles/files/Final%20allocation%20list_750%20MW(1).pdf">http://www.seci.gov.in/upload/uploadfiles/files/Final%20allocation%20list_750%20MW(1).pdf</a>

### 1.1 General Scope of Work:

SECI shall engage a Trading licensee for the support services for the purpose of facilitation of trading of power for a period “effecting from date of issue of Letter of Award to 31<sup>st</sup> March, 2016” in managing its contracts related with 750MW PPA's and PSA's using their capabilities and SECI infrastructure for such transactions. The period of contract can be further extended on the same terms and conditions, if required by SECI. The partial capacity may be operational by December-2014.

The various responsibilities involved in a trading transaction are broadly categorised as follows:

- I. Managing Operational and Commercial / Contractual aspects of (PPAs and PSAs) :
  - i. To act as trader desk of SECI and managing all its backend operations.
  - ii. To assist SECI in realization of payments for clients
  - iii. To advice and recommend SECI for payment disbursement and also advice SECI for receivables.
  - iv. To advise and assist SECI in compliance of CERC regulations/norms of power trading in timely manner.
  - v. To ensure surcharges avoided.
  - vi. Full-fledged operational Control Room and Automated System at SECI office. However, SECI shall provide full infrastructure at its premises.
  - vii. Data porting to SECI IT system before end of the contract to the satisfaction of Officer-in-charge of SECI.
  - viii. Successful Bidder should provide the support services for the purpose of facilitation of trading of any renewable power which could be over and above 750 MW.
  - ix. Successful Bidder should provide all services required for trading of power on short term basis, if required by SECI.

- x. Successful Bidder should provide free access of SECI personnel to the control room of trading licensee as and when required.
- xi. The team of trading of trading licensee would be deployed at SECI control room. In this case, SECI may provide control Room, Fax machines, computers, telephones etc for the use by manpower of the successful bidder. The cost of software license used for trading or any other software required for expediting the work requirement has to be borne by Successful Bidder only. Manpower of the successful bidder has to show good conduct and should be disciplined in the area of working.
- xii. Successful Bidder should provide all support and services required for SECI to establish its own trading infrastructure at its office premises.
- xiii. Assist in settlement of all disputes related to the operationalization of the contract on behalf of SECI.
- xiv. Any other activity related to the operationalization of contract assigned by SECI

## **II. Brief details of various activities involved are:-**

- a. Open Access (OA) booking as per contract: Timely OA application to CTU (Power Grid) / RLDC's/SLDC's as per contract.
- b. Scheduling of the power as per the applicable regulations of CERC/SERCs in consultation with supplier/buyers.
- c. Contract v/s Approvals: A prudent process mapping system should be in place to keep track of the contracted quantum and the OA approvals. For any leftover/surplus which occurs due to surrender by buyer / transmission constraint in corridors, same has to be brought to notice of SECI for exploring avenues of short term trading, if possible.
- d. Monitoring of schedule on continuous basis: Control room operations (365 days) for robust monitoring of transaction schedule and an effective coordination with RLDC's/SLDC's for smooth and unhindered energy flow.
- e. Revision of schedule: After receiving request from buyer or supplier for revision of schedule the revision would be done with intimation to both the parties involved in the transactions.
- f. Intimation of transmission constraints: If there is any real time constraint and curtailment is done by RLDC then the same may be communicated to the affected parties through mail/fax/telephone immediately to enable the client to take proper action.
- g. Daily energy calculations: Energy calculations of all the contracts would be done to cater to the different needs of the clients like knowing their total energy on a particular date, check for compensation applicability while revising their schedules.
- h. Energy accounting and billing: Successful Bidder shall be responsible for facilitating / carrying out energy accounting and its billing (e.g. raising of invoices for the energy supplied and other applicable charges to the Buying Utilities,

verification of invoices raised by SPDs, providing certification for making payment to SPDs etc.) in line with the provisions of PPAs and PSAs.

- i. Billing of Open Access (OA) to buyer or supplier as per contract: An automated Billing process of OA charges applicable to buyer and seller as per terms of the contract should be in place to minimize human intervention for the power traded.
- j. Payment of OA to PGCIL/RLDC/SLDC: Payment of OA charges to be paid to PGCIL/RLDC/SLDC within the timeline as per regulatory provisions would be intimated to SECI.
- k. Refund calculation and release of refund: Refund arising due to revision or transmission constraint would be calculated on monthly basis beforehand and cross checked with the refund prepared and furnished by the RLDC thus ensuring release of correct and timely refund to the parties.
- l. Energy billing and payment realisation as per contract (invoice to buyer & payment certification for supplier) in a time bound manner with help of automated system/software.
- m. Wherever possible automated system shall be employed for support work of power trading.
- n. Energy reconciliation w.r.t Regional Energy Account (REA) / Exchange: REA is being published by Regional power committee for the preceding month which would be cross checked with the energy data maintained by Successful Bidder and consequently a final invoice to buyer & payment certification for supplier would be created through the automated system. For exchange transactions if energy is not reflected in REA, in that case same will be reconciled with power exchange energy data.
- o. Reconciliation of statement with buyer and supplier.
- p. Account reconciliation.
- q. UI certification as per RPC ( as per provision of PPAs & PSAs)
- r. Compensation, rebate & surcharge calculations as per PPA & PSA: Successful Bidder would calculate and maintain log of compensation, rebate and surcharge applicable as per the PPA & PSAs. The bills /invoices for the same would be sent to the suppliers in consultation with SECI
- s. Maintaining record of LC / BG if applicable: Successful Bidder would maintain record of LCs /BGs on behalf of SECI and would provide periodic reports to SECI on the same.
- t. Collection of payment from buyers: Successful Bidder would follow up with the clients for payment collection on behalf of SECI and would provide certificates of receivables and payment for each transactions.
- u. Release of payment to supplier : The report containing the payment to be released to the clients would be provided to SECI for timely release of payments
- v. Associate SECI personnel with the experts deployed by trading licensee, So that SECI personnel can be trained on trading operations.

- w. Providing full support and cooperation by the experts deployed by the trading licensee to SECI personnel deputed on time to time basis for this work. The purpose of support and cooperation is to make SECI personnel understand the technicalities involved in the successful trading of power.
  - x. Sharing of all information's/documents with SECI.
  - y. Preparation of MIS/reports in the format as required by SECI.
- 1.2 The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Bid document must be furnished by the Bidders. Failure to provide the information and / or documents as required may render the submitted Bid as Commercially unacceptable.
- 1.3 The Bidder shall be deemed to have examined the Bid 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 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 work, manpower involved, salary structures and as to what all works he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bid documents.

## **2. Cost of Bidding:**

- 2.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and SECI, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.

## **3. Contents of the Bid Document**

- 3.1. Bidding procedures and contract terms are prescribed in the Bid documents. In addition to the Definition and Interpretation, the Bid document includes:
- a. Information & Instruction to Bidders (ITB) ;
  - b. General Conditions of Contract (GCC) ;
  - c. Price Bid
  - d. Formats -1 to Formats -4;
  - e. Annexure -1
- 3.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid document. Failure to furnish all information as required in the Bid document or submission of a Bid not substantially responsive to the Bid documents in every respect will be at the Bidder's risk and may result in rejection of its Bid.



#### **4. Clarification of Bid Documents**

- 4.1. A prospective Bidder requiring any clarification on the Bid documents may notify SECI in writing/Fax/Email at SECI's mailing address indicated in the ITB Clause 11.1 d (iv), which it receives not later than 3 days after the Pre-Bid meeting. SECI may choose not to respond or give any clarification. If SECI chooses to respond it will be given by uploading on SECI website ([www.seci.gov.in](http://www.seci.gov.in)). The clarification given shall become a part of the Bid conditions. In addition, it will be an option for SECI to send a written communication of all clarifications to the Bid/Tender, If SECI chooses to do so but without any obligation to do so and there shall not be any implication if such communication is not sent or otherwise not received by the Bidders. Any clarification or response given except as mentioned above or by any person other than the person authorised by SECI for the purpose shall not be valid.
- 4.2. The purpose of the pre-bid meeting will be to clarify any issues regarding the Bid/ tender including in particular, issues raised in writing and submitted by the Bidders.
- 4.3. SECI is however not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

#### **5. Amendment of Bid Documents**

- 5.1. At any time prior to the deadline for submission of Bids, SECI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid document by issuing clarification(s) and/or amendment(s).
- 5.2. The clarification(s) / amendment(s) (if any) will be notified on SECI website [www.seci.gov.in](http://www.seci.gov.in) at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.
- 5.3. SECI will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the websites for any such amendment before submitting their Bid.
- 5.4. In case any amendment is notified after submission of the Bid (prior to the opening of Price Bid. Bids received by SECI shall be returned to the concerned Bidders through registered post or courier and it will be for the Bidders to submit fresh Bids as per the date notified by SECI for the purpose.
- 5.5. All the notices, amendments, modifications, clarifications related to this Bid which are required to be publicized shall be uploaded on [www.seci.gov.in](http://www.seci.gov.in) and bidders are required to keep themselves updated on the same.

#### **6. Documents Constituting the Bid in the Envelope -1**

- 6.1. The bid prepared by the Bidder shall comprise the following components :

- 6.1.1. Covering Letter as per prescribed Format-1.
- 6.1.2. Bid Processing fee as per the Bid information sheet
- 6.1.3. Bid Bond of Rs 10,00,000/-(Rupees Ten Lakhs Only) in the form of “BG in the prescribed format of SECI”/DD as specified in Clause 9 of the tender ,
- 6.1.4. Power of Attorney/Letter of authorisation in favour of Authorised signatory
- 6.1.5. Signed and stamped Copy of Bid Documents including amendments & clarifications by Authorised signatory on each page.

**Note:**

**At the time of Bid opening above documents should be enclosed in the Envelope-1. Bid will be considered as non-responsive if submission required under clause 6.1.1, 6.1.2 and 6.1.3 are not found. Only price bids of responsive bidders shall be opened on the Price Bid opening date. Price bid of non-responsive bidders will not be opened and will not be considered.**

**7. Price Bid**

- 7.1. Bidder has to quote trading margin/ variable cost (Rs. / kWh) in the price bid of power traded for supporting service. (Format is enclosed in the section –IV).

- 7.2. **Maximum allowable trading margin for providing support in trading of power generated from the aggregate capacity of 750MW / Variable cost of the price bid**

The maximum allowable trading margin for the 750MW JNNSM projects shall be Rs.0.02/kWh (i.e. 2 Paise/kWh) of electricity traded. Trading margin should be inclusive of all taxes and duties and shall not exceed more than **Rs 0.02 per kWh**. The price bid with trading margin more than Rs.0.02/kWh shall not be considered.

- 7.3. Prices shall be quoted in Indian Rupees upto three places after decimal. Any figure quoted beyond the same will be ignored.
- 7.4. The rates quoted by the bidder for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes, octroi, royalties, rentals etc.

**Note:** For the purpose of understanding, one trading transaction shall include buying power from supplier and selling of the power to the delivery point of customer.

## **8. Bid Bond**

- 8.1. The Bidder shall furnish, as part of its Bid, a interest free Bid Bond for the amount of **Rs. 10,00,000 (Rupees Ten Lakhs only). Bid Bond shall be valid for a minimum period of 180 days from the Bid Deadline.**
- 8.2. The Bid Bond is liable to be forfeited and encashed in any of the events as brought out in ITB Clause 8.7
- 8.3. The Bid Bond shall be denominated in Indian Rupees and in the form of Demand Draft (DD) or Bank guarantee as per the Format-4 and should be submitted in its original form; copies will not be accepted;
- 8.4. Any Bid not secured in accordance with ITB Clauses 8.1 and 8.3 above will be rejected by SECI as nonresponsive.
- 8.5. Unsuccessful bidders Bid Bond will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of Bid validity period prescribed by SECI, pursuant to ITB Clause 9.
- 8.6. The Successful Bidder's Bid Bond will be discharged upon the Bidder acknowledging the Letter of Award and furnishing the performance security, pursuant to GCC Clause 5.
- 8.7. The Bid security or Bid Bond may be forfeited in any of the following circumstances by SECI:
  - 8.7.1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder ;
  - 8.7.2. in case Successful Bidder fails:
    - i. to furnish performance security in accordance with GCC Clause 5.
  - 8.7.3. If the Bidder withdraws or varies its bid during the period of bid validity specified by the bidder.
  - 8.7.4. If the bidder/his representatives commits any fraud while competing for this Contract.

## **9. Period of Validity of Bid**

- 9.1. Bid shall remain valid for 180 days from the Bid Deadline of Bids prescribed by SECI. A Bid valid for a shorter period shall be rejected by SECI as non-responsive.
- 9.2. In exceptional circumstances, SECI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Bond provided under ITB Clause 8 shall also be suitably extended. A Bidder may refuse the request to extend the validity without

forfeiting its Bid Bond. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

## 10. Format and Signing of Bid

- 10.1. The original of the documents shall be typed or written in indelible ink and shall be signed and stamped by the authorized person. The letter of Authorization shall be indicated by written power-of attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be signed by the authorized person signing the Bid.
- 10.2. Any interlineations, erasures or overwriting shall be valid only if they are duly signed by the person signing the Bid.

## 11. Sealing and Marking of Bids

- 11.1. Bid shall be prepared and sealed in the following manner:

- a. There shall be Cover Envelope **superscribed as Envelope-3**, which shall contain two smaller envelopes superscribed as **“Envelope-1” & “Envelope-2 (Price Bid)”**.
- b. The **“Envelope-1”** shall contain the following documents and **shall be superscribed with Bid No \_\_ and date along with “Envelope-1”**.
  - i. Covering letter, Processing fee, Bid Bond of requisite amount, Power of Attorney /letter of authorisation, Signed and stamped Copy of Bid Documents including amendments & clarifications by the Authorised signatory on each page .
  - ii. All documents in Envelope-1 should be spirally bounded and flagged or separated by separators.
- c. The **“Envelope-2 (Price bid)”** shall contain the following documents and **shall be superscribed with Bid No \_\_ and date along with “Envelope-2”**.
  - i. The “Sealed Price Bid” shall contain the Price Bid as per format specified in the Bid document.
- d. The Cover envelope (**Envelope-3**) shall be superscribed
  - i. Bid No and Date
  - ii. Date of Bid Opening: **25-11-2014 at 3.00 p.m**
  - iii. Not to be opened before 1500hrs on **25<sup>th</sup> November, 2014.**
  - iv. Addressed to SECI at the following address:

**Dy. Manager (Contracts)**  
**Solar Energy Corporation of India**  
**D-3, A Wing, 1st Floor,**  
**Religare Building, District Centre,**  
**Saket, New Delhi-110 017**

- e. All the envelopes shall be sealed properly & shall indicate the Name & address of the Bidder.
- f. If the outer envelope is not sealed and marked as required by ITB Clause 11, SECI will assume no responsibility for the Bid's misplacement or premature opening.
- g. Email, Telex, cable or facsimile Bids will be rejected.
- h. The Bid must be complete in all aspect and should contain requisite documents as required in the Bid document.
- i. Each page of the Bid document should be signed & stamped including amendment(s) and clarification(s). Bids with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the Bidder to furnish/ submit the required information.
- j. Any term/condition proposed by the Bidder in his bid which is not in accordance with the terms and conditions of the Bid document or any financial conditions, payment terms, rebates etc. mentioned in Price bid shall be considered as a conditional Bid and will make the Bid invalid.

**12. Deadline for Submission of Bids**

- a. Bids must be received by SECI at the address specified under ITB Clause 11.1 (d) no later than the time and date specified in the Bid information sheet. In the event of the specified date for the submission of Bids being declared a holiday for SECI, the Bids will be received up-to the appointed time on the next working day.
- b. SECI may, at its discretion, extend this deadline for submission of Bids by amending the Bid documents in accordance with ITB Clause 5, in which case all rights and obligations of SECI and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### 13. Late Bids

Any Bid received by SECI after the deadline for submission of Bids prescribed by SECI, pursuant to ITB Clause 12, will be rejected and/or returned unopened to the Bidder.

### 14. Modification and Withdrawal of Bids

- a) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by SECI prior to the deadline prescribed for submission of Bids.
- b) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 11. A withdrawal notice may also be sent by Fax/E-mail but followed by a signed confirmation copy by post not later than the Bid dead line for submission of Bids.
- c) No Bid shall be modified at the time of Bid opening or subsequent to opening of Price bid.
- d) No Bid shall be withdrawn in the interval between date of opening of Price bid and the expiration of the period of Bid validity specified by the Bidder. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid Bond, pursuant to ITB Clause 8.7.

### 15. Opening of Bids by SECI

- 15.1. SECI will start opening the Cover envelope of the bids received in the presence of Bidders' representatives who wish to attend, at the following location:

**Solar Energy Corporation of India**  
D-3, A Wing, 1st Floor,  
Religare Building, District Centre,  
Saket, New Delhi-110 017

The Bidders' representatives who are present shall sign a register/ attendance sheet for registering their attendances. In the event the price Bid opening being declared a holiday, the Bids shall be opened at the appointed time and location on the next working day.

- 15.2. SECI shall first open the Envelope-1. If Bid Bond, processing fee & covering letter are not found in order then bid of such Bidders shall be summarily rejected. Bidders who's "Processing fee, Bid Bond & Covering letter" are found to be in order shall then only be processed for further evaluation.
- 15.3. In case the scheduled Bid opening date is a Holiday, then the next working day shall be the bid opening date. The time for Bid submission and Bid opening will remain

same on the new bid opening date. It is in the interest of the Bidders to send their authorized representatives who are well conversant with the Bid. Only one person from the bidding company is allowed to participate in the opening of the Bids.

## **16. Preliminary Examination**

- 16.1. SECI will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, and whether the Bids are otherwise in order.
- 16.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total amount that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total amount shall be corrected. If there is a discrepancy between words and figures, the amount written in words will prevail.

## **17. Zero Deviation Bids**

This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

## **18. Evaluation and Comparison of Bids**

- 18.1. If the bidder chooses to submit Bid Bond in the form of bank guarantee (BG) as per Format -4 of our tender document then SECI shall send the letter of confirmation of BG to the bidder banker from where BG has been issued. Bidder bid will not be considered for the purpose of evaluation, if BG is not confirmed in writing directly from their bank.
- 18.2. Price Bids of only responsive bidders shall be evaluated. SECI will evaluate and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 16 & Clause 18.1 above.
- 18.3. Price Bids of only responsive bidders shall be evaluated. The maximum allowable trading margin which a bidder can quote in his price bid is Rs 0.02 per kWh of electricity traded. Trading margins should be inclusive of all taxes and duties and shall not exceed more than Rs 0.02 per kWh. The price bid with trading margin quoted by the bidder is more than Rs 0.02 per kWh shall not be considered.

## **19. SECI's Right to Accept Any Bid and to Reject Any or All Bid**

- 19.1. SECI reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time at its sole discretion for whatsoever reasons and without incurring any liability whatsoever to any of the Bidder for any cost expense loss etc.

## **20. Corrupt or Fraudulent Practices**

20.1. SECI requires that Bidders/ Trading licensees should follow the highest standard of ethics during the execution of contracts. In pursuance of this policy, SECI defines, for the purposes of this provision, the terms set forth as follows :

20.1.1. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in contract execution; and

20.1.2. “fraudulent practice” means a misrepresentation of facts in order to influence a contracting process or the execution of a contract to the detriment of SECI, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive SECI of the benefits of free and open competition;

20.1.3. will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a SECI financed contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

## 21. Correspondence for Seeking clarifications

Bidder requiring any clarification of the bid documents may contact in writing or by Fax /E Mail to the following

Name	Address & Phone Number	Email id
Sh. Shibasish Das	Solar Energy Corporation of India (SECI), Telephone: 011-71989200	<a href="mailto:shibasish@seci.gov.in">shibasish@seci.gov.in</a>
Sh. Avnish Parashar		<a href="mailto:contracts@seci.gov.in">contracts@seci.gov.in</a>



## **SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)**

## **SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Application**

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

### **2. Language of Bid**

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

### **3. Liquidated Damages:**

In case of any default or delay in performing any of the regulatory/open-access obligation, SECI reserves the right to recover the same from the Successful Bidder subject to the maximum of 10% of the Contract price quoted by the Successful Bidder.

### **4. Use of Contract Documents and Information; Inspection and Audit by the Government**

- 4.1. The Successful Bidder shall not, without SECI's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of SECI in connection therewith, to any person other than a person(s) employed by the Successful Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2. The Successful Bidder shall permit SECI to inspect the Successful Bidder's accounts and records relating to the performance of the Successful Bidder and to have them audited by auditors appointed by SECI, if so required by SECI.

### **5. Performance Security/ Performance Bank Guarantee (PBG) towards Security:**

- 5.1. Within 21 days of receipt of the Notification of Award from SECI, the Successful Bidder shall furnish Performance Security initially to SECI for an amount of 10% of the total Contract Price valid up to 18 months from the date of Notification of Award.

There after PBG shall be renewed, if required by SECI for further renewed period of Contract.

5.2. Performance security shall be forfeited by SECI in the event of Successful Bidder's failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Liquidated damages which SECI may recover.

5.3. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

5.3.1. a demand draft, or a bank guarantee from the list of banks as per the details enclosed in Annexue-1;

5.4. In the event of any contract amendment for the period of contract, the Successful Bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security in line with GCC clause 5.1 mentioned above.

## **6. Inspections**

### **6.1. Inspection of Works and Services**

6.1.1. SECI or its representative shall have the right to inspect the works of the Successful Bidder to confirm their conformity to the Contract specifications at no extra cost to SECI. SECI may send a representative / group of representatives to the Successful Bidder premises for inspection of their works.

6.1.2. All reasonable Works and assistance, including access to data shall be furnished to the inspectors at no cost to SECI.

## **7. Delivery**

7.1. Delivery of the Works shall be made by the Successful Bidder in accordance with the requirement raised by SECI.

## **8. Payment**

8.1. The Successful Bidder's request(s) for payment shall be made to SECI in writing, accompanied by an monthly invoice describing, as appropriate, and upon fulfilment of other obligations stipulated in the contract.

8.2. Payment will be based on the rates quoted by the Successful Bidder in his price bid.

8.3. Payments shall be made promptly by SECI to the Successful Bidder subject to the payment realisation from the buyers by SECI.

8.4. Payment shall be made in Indian Rupees.

8.5. In the event of excess release of funds to Successful Bidder, SECI shall demand and recover from Successful Bidder such excess disbursements and Successful Bidder would be liable to refund the excess disbursements within a period of 10 days of ascertainment of final amount.

8.6. Income Tax & any other taxes as applicable shall be deducted at source from all the payments made to the Successful Bidder.

## **9. Prices**

Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Bidder.

## **10. Contract Amendments**

10.1. No variation in or modification of the terms of the Contract shall be accepted except by amendment issued by SECI.

## **11. Assignment**

11.1. The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with SECI's prior written consent.

## **12. Time of completion**

12.1. The Work covered by this Contract shall be completed as per PPA and PSA conditions and as mentioned in the document of the utility. SECI may also issue instructions to the Successful Bidder on time to time which shall also be complied.

## **13. Default in Contracts obligation**

13.1. In case of any default or delay in performing any of the contract obligation, SECI reserves the right to 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.

13.2. In addition to Clause 13.1 above, 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:

13.2.1. if the Successful Bidder fails to deliver any or all of the Work as required by SECI.

13.2.2. if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract.

13.2.3. If the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

#### **14. Discrepancies between instructions:**

- 14.1. Should any discrepancy occur between the various instructions furnished to the Successful Bidder, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Successful Bidder's staff and the Officer-in-Charge's staff, the Successful Bidder shall refer the matter immediately in writing to the Officer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

#### **15. Force Majeure**

- 15.1. Notwithstanding the provisions of tender, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 15.2. For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by SECI and its decision shall be final and binding on the Successful Bidder and all other concerned.
- 15.3. In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, SECI has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.
- 15.4. If a force majeure situation arises, the Successful Bidder shall notify SECI in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify SECI not later than 3 days of cessation of force majeure conditions. After examining the cases, SECI shall decide and grant suitable additional time for the completion of the Work, if required.

#### **16. Termination for Insolvency**

- 16.1. SECI may at any time terminate the Contract by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise

insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SECI.

## **17. Termination for Convenience**

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

## **18. Award Criteria**

SECI will award the Contract on turnkey basis to the Successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid .

## **19. Notification of Award/Letter of Award**

Prior to the expiration of the period of Bid validity, SECI will issue Notification of Award of Contract to the Successful Bidder in writing by registered letter or by fax/Email, to be confirmed in writing by registered letter, that its Bid has been accepted.

- 19.1. The Notification of award will constitute the formation of the Contract and the awardee would be required to acknowledge the same and send the Duplicate copy, duly stamped and signed by the Authorized signatory.

## **20. Successful Bidder Integrity:**

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

## **21. Successful Bidder's Obligations:**

- 21.1. The Successful Bidder is obliged to work closely with SECI's staff, act within its own authority and abide by directives issued by SECI. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free SECI from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold SECI responsible or obligated.

- 21.2. The Successful Bidder will treat as confidential all data and information about SECI, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of SECI.

## **22. Settlement of Disputes**

- 22.1. If any dispute of any kind whatsoever shall arise between SECI and Successful Bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.
- 22.2. 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 of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance to with GCC Sub Clause 22.2, shall be finally settled by arbitration.
- 22.3. **In case the Successful Bidder is a Public Sector Enterprise or a Government Department**
- 22.3.1. In case the Successful Bidder is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
- 22.4. **In case the Successful Bidder is not a Public Sector Enterprise or a Government Department.**
- 22.4.1. In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same

shall be referred to the Sole Arbitrator, the MD of SECI or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

- 22.4.2. The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.
- 22.4.3. The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- 22.4.4. Notwithstanding any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.
- 22.4.5. The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 22.4.6. 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 as mentioned in GCC Clause 26(Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.
- 22.4.7. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
- 22.5. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

## **23. Limitation of Liability**

- 23.1. The aggregate liability of the Successful Bidder to SECI, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value.

## **24. Governing Language**

- 24.1. The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **25. Applicable Law**

- 25.1. The Contract shall be interpreted in accordance with the laws of the Union of India.

## **26. Notices**



- 26.1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in Bid.
- 26.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **27. Taxes and Duties**

- 27.1. Except as otherwise specifically provided in the Contract, the Successful Bidder shall bear & pay all taxes, duties, levies and charges including service tax if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained by SECI

### **27.2. Successors and Assigns:**

In case SECI or Successful Bidder undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by a order / decree of court & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

### **27.3. Severability:**

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

### **27.4. Counterparts:**

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

### **27.5. Rights & remedies under the contract only for the parties:**

This contract is not intended & shall not be construed to confer on any person other than SECI & Successful Bidder hereto, any rights and / or remedies herein.

## **28. Statutory Acts**

- 28.1. All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Bidder for the successful execution of the said Work.
- 28.2. The Successful Bidder shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. SECI shall have no liabilities in this regard.

## **29. Bidder to Inform himself**

- 29.1. The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender.

## **30. Compliance of Govt. Regulations**

- 30.1. The Successful Bidder should execute and deliver such documents as may be needed by SECI in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Successful Bidder and SECI shall not be responsible in any manner whatsoever.

## **31. Successful Bidder Liability**

Successful Bidder hereby accepts full responsibility and indemnifies SECI and shall hold SECI harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his subcontractors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify SECI and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.

## **32. Indemnity Damages and Insurance**

- 32.1. The bidder shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work. An indemnity bond to this effect will be submitted by the bidder before start of work.

## **SECTION IV: PRICE BID**

## PRICE BID

BID No: SECI/Cont./Ind./73/2014dated: \_\_\_\_\_

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

Sr. No.	Item Description	Unit	Price (upto 4 digit after decimal only)	Total Amount in INR inclusive of all taxes and duties
<b>Variable Cost/Trading Margin</b>				
1	Trading of power for the aggregate capacity upto 750MW for tentatively 1200 million units <b>(1200,000,000 units)</b>	Per kWh	Trading margin (in Rs. /kWh) ="A"	1200,000,000 X "A"
<b>Total Amount in figures</b>				
<b>Total Amount in Words</b>				

**Note:**

1. Bids with trading margin more than Rs 0.02/kWh shall not be considered.
2. Power transaction from Solar power project to ultimate delivery point of receiving State as per OA application shall be considered as One transaction only.
3. The rates quoted by the bidder for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties& taxes including Service Tax etc.
4. If there is a discrepancy between the unit price and the total amount that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total amount shall be corrected.
5. If there is a discrepancy between words and figures, the amount written in words will prevail.

(Signature of Authorized Signatory)

Name :

Designation:

Company Seal:

## **FORMATS FOR BID SUBMISSION**

**SECTION VIII**

**FORMATS FOR SUBMITTING BID**

**Covering Letter**

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

**Ref. No.\_\_\_\_\_Date:\_\_\_\_\_**

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

\_\_\_\_\_

\_\_\_\_\_

**Tel. #:**

**Fax #:**

**E-mail address#**

**To**

**Solar Energy Corporation of India  
D-3, A Wing, 1st Floor,  
Religare Building, District Centre,  
Saket, New Delhi-110 017**

**Sub:** The support services for the purpose of facilitation of trading of power

Dear Sir,

1. We, the undersigned....[insert name of the 'Bidder'] having read, examined and understood in detail the Bid Document for Bid for "The support services for the purpose of facilitation of trading of power of aggregate capacity of 750MW hereby submit our Bid comprising of Price Bid.
2. We give our unconditional acceptance to the Bid, dated \_\_\_\_\_and Bid Documents attached thereto, issued by Solar Energy Corporation of India, as amended. As a token of our acceptance to the Bid Documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such Bid Documents as per the provisions of the Bid and provisions of such Bid Documents shall be binding on us.

### 3. Processing fee

We have enclosed a non-refundable bid processing fee of Rs 16, 854/- (Sixteen thousand Eight Hundred Fifty Four Only) in the form of Demand Draft (DD) no.....(Insert name of bank providing DD)..... .

### 4. Bid Bond

We have enclosed a Bid Bond of Rs 10,00,000 in the form of Demand Draft (DD)/BG no.....(Insert name of bank providing DD) or BG..... .

5. We have submitted our Price Bid strictly as per Section IV of this Bid, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format.

### 6. Acceptance.

We hereby unconditionally and irrevocably agree and accept that the decision made by Solar Energy Corporation of India in respect of any matter regarding or arising out of the BID shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

### 7. 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 Bid and execute the Bid Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in Bid have been fully examined and considered while submitting the Bid.

### 8. Authorized Contact Person details

Details of the authorized contact person are furnished as under:

Name	:	.....
Designation	:	.....
Company	:	.....
Address	:	.....
Phone No.	:	.....
Mobile No.	:	.....



Fax Nos. : .....  
E-mail id : .....

9. We are enclosing herewith the Envelope I and Price Bid (Envelope II) containing duly signed formats, each one duly sealed separately, in one (1) original (duly attested) as desired by you in the Bid for your consideration as per ITB clause 11.
10. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the Bid and subsequent communications from Solar Energy Corporation of India.
11. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the Bid and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
12. We confirm that all the terms and conditions of our Bid are valid for a period of 180 days from the Bid Deadline.
13. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Thanking you,  
We remain,

Yours faithfully,

**Name, Designation and Signature of Authorized Person in whose name Power of Attorney/letter of authorisation is enclosed.**

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to Bid inter alia for "The support services for the purpose of facilitation of trading of power of aggregate capacity of 750MW" in response to the Bid dated..... issued by Solar Energy Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the Bid of .....[insert the name of the selected Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award No ----- to (Insert Name of selected Successful Bidder) as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s ----- , if applicable ]. As per the terms of the tender, the \_\_\_\_\_ [insert name, branch code & 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 authorised by it in this behalf, any amount upto and not exceeding Rupees----- - [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected Successful Bidder]

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 Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only).

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

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected Successful 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 selected Successful Bidder , to make any claim against or any demand on the selected Successful Bidder or to give any notice to the selected Successful Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Successful Bidder

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ 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 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 Bank from the List of Banks enclosed as per Annexure-1

**POWER OF ATTORNEY**

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

- (a) 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 for The support services for the purpose of facilitation of trading of power of aggregate capacity of 750MW as per Bid specification.

in response to the NIT No ..... dated ..... issued by Solar Energy Corporation of India (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 SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India, 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 without 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:**

- (1) 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.
- (2) 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.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**FORMAT FOR BID BOND**

(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 'Successful Bidder') submitting the response to tender inter alia for selection of the Successful Bidder in response to the tender No. SECI/Cont/73/2014 dated \_\_\_\_ issued by Solar Energy Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the tender of .....[insert the name of the Bidder] as per the terms of the tender, the \_\_\_\_\_ [insert name & address of 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 \_\_\_\_\_ 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 Clause 8.1 of this tender] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [insert date of validity in accordance with Clause 8.1 of this Tender]. 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 Bidder*] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ [*Date to be inserted on the basis of Clause 9.1 of this tender*]. 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\_\_

**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 Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	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	
19. Bank of Baroda	