

Amendment of 01 MW Siachen and 01 MW Partapur Solar PV Power Project at Siachen and Partapur Army Post Leh Region Jammu and Kashmir			
S. NO.	Clause No.	Existing Clause	Amended Clause
1		New format - Integrity Pact Format	Attached at Annexure - I
2	clause 8 of PPA	<p>"Change in Law" means the occurrence of any of the following events after the Effective Date resulting into any additional recurring/ non-recurring expenditure by SPD or any income to SPD:</p> <ul style="list-style-type: none"> <li>the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India.....</li> <li>any statutory change in tax structure, i.e. change in rates of taxes, duties and cess, or introduction of any new tax, duties and cess made applicable for setting up of Solar Power Project and supply of power from the Project by the SPD and has direct effect on the Project.</li> </ul> <p>but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of SPD (if applicable).</p>	<p>"Change in Law" means the occurrence of any of the following events only after the last date of Bid submission resulting into any additional recurring/ non-recurring expenditure ..... supply of power from the Project by the SPD and has direct effect on the Project.</p> <p>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 SPD (if applicable), or (iii) any change on account of regulatory measures by the Appropriate Commission.</p>
3	8.1	The SPD will declare the annual CUF of the Project at the time of submission of response to RIS, which shall be allowed to..... which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.	The SPD will declare the annual CUF of the Project at the time of submission of response to RIS, which shall be allowed to be modified at the time of signing of PPA. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 13.5%. SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1 <sup>st</sup> April of the year to 31 <sup>st</sup> March next year.
4	12	<p>Successful Bidder shall have to pay INR 18.76 Lakh/ MW/ Project (@ 3.0% of normative capital cost of CERC i.e. INR 530.02 Lakh per MW + GST) to SECI towards administrative overheads commissioning expense. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA. Any ..... and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract interest rate @ one year SBI MCLR rate /annum+18% on pro-rata basis</p>	<p>Successful Bidder shall have to pay</p> <ul style="list-style-type: none"> <li>i) INR 1,40,000 + 18% GST for Siachen Post</li> <li>ii) INR 1,80,000 + 18% GST for Partapur Post</li> <li>iii) INR 3,20,000 + 18% GST for Both the Project (SIACHEN and PARTAPUR) to SECI towards administrative overheads commissioning expense. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA. Any delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract interest @18% per annum, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to SECI. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract interest rate @ one year SBI MCLR rate /annum+18% on pro-rata basis</li> </ul>
5		New Annexure for load Profile	Attached at Annexure - II
6	8.2.1	The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.	The aggrieved Party shall be required to approach the Ministry of Defense for seeking approval of Change in Law.
	Annexure - A	<p>Annexure A : SCOPE OF WORK, TECHNICAL PARAMETERS AND CONNECTIVITY SCHEME, 2. Project Parameters, Interconnection with Grid</p> <p>Siachen Base Camp</p> <p>The SPV plant shall be interconnected with the 11 kV distribution N/w already built by the Indian Army. The SPV Plant shall be connected to the 400 kV distribution Transformers at the Point of Common Connection (PCC) to maintain reliability of supply. Reliability of supply involves the maintenance of Voltage and Frequency within permissible limits to enable synchronized operation of the PV Plant with existing DG and incorporation of storage, if necessary</p> <p>Partapur Army Camp.</p> <p>The SPV plant shall be interconnected with a 11 kV distribution N/w. Design, Supply, Installation, Commissioning and Testing of the 11 kV Distribution Network is in the scope if the SPD. Reliability of supply involves the maintenance of Voltage and Frequency within permissible limits to enable synchronized operation of the PV Plant with existing DG and incorporation of storage, if necessary</p>	<p>Annexure A : SCOPE OF WORK, TECHNICAL PARAMETERS AND CONNECTIVITY SCHEME, 2. Project Parameters, Interconnection with Grid</p> <p>Siachen Base Camp</p> <p>The SPV plant shall be interconnected with the 11 kV distribution N/w already built by the Indian Army. The SPV Plant shall be connected to the 400 kV distribution Transformers at the Point of Common Connection (PCC) to maintain reliability of supply. Reliability of supply involves the maintenance of Voltage and Frequency within permissible limits to enable synchronized operation of the PV Plant with existing DG and A Battery Energy Storage System with minimum Energy Rating of 2 MWh dispatchable. It shall be the responsibility of the bidder to maintain at least 80% of this Capacity (through augmentation or replacement) during the project life of 25 years.</p> <p>Partapur Army Camp.</p> <p>The SPV plant shall be interconnected with a 11 kV distribution N/w. Design, Supply, Installation, Commissioning and Testing of the 11 kV Distribution Network is in the scope if the SPD. Reliability of supply involves the maintenance of Voltage and Frequency within permissible limits to enable synchronized operation of the PV Plant with existing DG and A Battery Energy Storage System with minimum Energy Rating of 2 MWh dispatchable. It shall be the responsibility of the bidder to maintain at least 80% of this Capacity (through augmentation or replacement) during the project life of 25 years.</p>
8		Cumulative AC capacity of the solar PV systems : 1 MW (AC) RESCO Mode	Cumulative AC capacity of the solar PV systems : 1 MW (AC) with minimum 2MWh (dispatchable) BESS at each location (RESCO Mode)
9	3 SCOPE OF WORK	Supply & Work includes all design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licences, installation and incidentals, insurance at all stages, erection, testing and commissioning of 1 MW Solar PV Power Plants at Siachen Base Camp, Leh in the state of J&K.	Supply & Work includes all design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licences, installation and incidentals, insurance at all stages, erection, testing, commissioning and synchronisation of 1 MW Solar PV Power Plants with minimum 2 MWh (dispatchable) BESS each at Siachen Base Camp and Partapur , Leh in the state of J&K.
10	3 a. xx	New Clause	Battery Energy Storage System with minimum Energy Rating of 2 MWh (dispatchable). It shall be the responsibility of the bidder to maintain at least 80% of this Capacity (through augmentation or replacement) during the project life of 25 years.
11	Tender document	Anywhere in tender document mentioned as "Setting up of 2 MW Solar PV Project (01 MW each Army Post in Siachen and 01 MW Army Post in Partapur) at Leh Region of J&K"	Please read as "Setting up of 2 MW Solar PV Project with BESS (01 MW each Army Post in Siachen and 01 MW Army Post in Partapur) at Leh Region of J&K"
12	section - V clause 3.3	At least one week prior to reverse auction, an advance .....mentioned at Clause No. 3.2 of this Section-V.	At least Three days prior to reverse auction, an advance .....mentioned at Clause No. 3.2 of this Section-V.

To be signed by the bidder and same signatory competent/ authorized to sing relevant contract on behalf of MES.

### INTEGRITY AGREEMENT

This Integrity is made at ..... on this ..... days of .....20 .....

### BETWEEN

President of India represented through Chief Engineer/ Commander Works Engineer/ Garrison Engineer.

(Name of Foundation)

MES....., (Hereinafter referred as the

(Address of Foundation)

‘principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.)

### AND

.....  
.....

(Name and Address of the Bidder/ Contractor)

Through .....  
(Hereinafter referred to as the)

(Details of duty authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### Preamble

WHEREAS the Principal/Owner has floated the tender (NIT No. ....) (hereinafter referred to as “tender/Bid”) and intends to award, under laid down organizational procedure. Contract to

.....  
.....

(Name of work)

Hereinafter referred to as the “Contract”

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this integrity Agreement (hereinafter referred to as “Integrity Pact or “Pact”) the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties

NOW THEREFORE, in consideration of mutual covenants contained in this Pact the parties hereby agree as follows and the Pact witnesses as under

1. Commitment of the Principal/Owner

- (a) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles.
  - (i) No employee of the Principal/Owner personally or through any his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person any material or immaterial benefit which the person is not legally entitled to
  - (ii) The Principal/Owner will, during the Tender process, treat all Bidder(S) with equity and reason. The principal/Owner will, in particular, before and during the Tender process, provided to all Bidder(S) the same information and will not provide to any Bidder(s) confidential// additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (iii) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (b) If the Principal/Owner obtains information on the conduct of any of its employees which is a communal offence under the Indian Penal code (IPC)/Prevention of Corruption ACT, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures

2. Commitment of the Bidder(s)/Contractor(s)

(a) it is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards. And report to the Government/ department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(b) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.

- (i) The Bidder(S)/Contractor(s) will not , directly or through any other person or firm, offer promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.
- (ii) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding. Whether formal or informal This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize in the bidding process.
- (iii) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any Similarly Bidder(s)/Contractor(s) of Indian

Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- (v) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents. Brokers or any other intermediaries in connection with the award of the Contract.
- (c) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (d) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (e) The Bidder (s)/contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling and action or influencing a decision through intimidation threat or the use of force directly or indirectly, where potential or actual injury May befall upon a person his or her reputation for property to influence their participation in the tendering process)

### **3. Consequences of Breach**

Without prejudice to any rights that may be available to principal owner under law or the contractor its established policies and let down procedures the principle/owner shall have the following write in case of breach of this integrity pact by the bidder(s)/ contractor(s) and the bidders /contractor accept and undertakes to Respect and uphold the principal /owner's absolute right:

- (a) If the bidder(s) contractor(s), either before award or during execution of contract has committed a transgression through a violation of para2 above or in any other forms such as to put his reliability or credibility in question the principal owner after giving for 14days notice to the contract shall have power to disqualify the Builder(s)/ contractor(s) from the tender process or terminate/ determine the contract if already executed or exclude the bidder/ contracts from the future contract award process the imposition and duration of the exclusion will be determined by the severity of transgression and the determined by the principal /owner, such exclusion may be forever or for a limited period as decided by principal/ owner
- (b) Forfeiture of EMD / performance guarantee / security deposit: If the principal / owner has disqualified the bidder(s) from the tender process prior to the award of the contract or terminated / determined the contract or has accrued the right to terminate / determine the contract according to para 3(a), the principal / owner apart from exercising any legal rights that may have accrued to the principal/ owner on May in its considered opinion forfeit the entire amount of earnest money deposit / performance guarantee / security deposit of the bidder / contractor
- (c) Criminal liability if the principal / owner obtain knowledge of conduct of a bidder or contractor or an employee or a representative or an associate of a bidder on contractor which constitutes corruption within the meaning of IPC act, or if the principal / owner

has substantive suspicion in this regard, the principal / owner will inform the same to law enforcing Agencies for further investigation

#### **4. Previous Transgression**

- a) The bidder declares that no previous transgressions occurred in the last 5 years with any other company if any country confirming the anti-corruption approach or with Central Government or State government or any other Central / state public sector enterprises in India that could justify his exclusion from the tender process.
- b) If the bidder makes incorrect statement on the subject he can be disqualified from the tender process or action can be taken for Banning of business dealing / holiday listing of the bidder / contractor as deemed Fit by the principal / owner
- c) If the bidder / contractor can prove that he has resorted / recouped the damage caused by him and his installed a suitable corruption prevention system the principal/owner may, at its own discretion, revoke the exclusion prematurely.

#### **5. Equal treatment of all bidders / contactors / subcontractors**

- a) The bidder(s)/Contractor(s)/undertake(s) undertake demand from all subcontractors commitment in conformity with the integrity pact the better / contractor shall be responsible for any violation of the principles laid down in this agreement / backed by any of its subcontractors / sub-vendors
- b) The principal / owner will enter into facts on identical term as this one with all Bidders and Contractors.
- c) The principal / owner disqualified bidders, who do not submit, and the duly signed pact between the principal / owner and the bidder along with the tender or violet its provision at any stage of the tender process from the tender process

#### **6. Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor after the final payment under the contract has been made or till the continuation of defect liability period, whichever is more and for all other bidders till the Contract has been awarded.

If any claim is made/ lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the Competent Authority, MES.

#### **7. Other Provisions**

- a) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the formation of the Principal/ Owner, who has floated the Tender.
- b) Changes and supplements need to be made in writing. Side agreements have not been made.

- c) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- d) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- e) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/ Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

## **8. Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/ or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contract documents with regard any of the provisions covered under this Integrity Pact.

## **9. Independent Monitors**

- a) That the MoD has appointed following independent Monitors for this Pact:-
  - (i)
  - (ii)
  - (iii)

Any complaint with regard to violation of IP, whenever received, will be referred to the Independent Monitors for their comments/ enquiry.

- b) The task of the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently.
- c) That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently.
- d) That the Bidder/ Contractor accepts that if the Monitor needs to access any records then the Monitor shall have the right to access without restriction to all project documentation of the Principal/ owner including that provided by the Bidder/ Contractor. The Bidder/ Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub – Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Principal/ owner and Bidder/ Contractor/ Sub-Contractors/ Associates with confidentiality.

e) That if the monitor has reported to the Principal/ Owner a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Principal/ owner has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

f) The word 'Monitor' would include singular and plural.

.....

(For and on behalf of Principal/ Owner)

.....

(For and on behalf of Bidder/ Contractor)

**WITNESSES:**

1.....

(Signature, name and address)

2.....

(Signature, name and address)

Place:

Dated:

## INTEGRITY PACT

To,

.....

.....

.....

Sub Nit No.....

For the work.....

Dear Sir,

It is hereby declared that MES is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the Integrity Agreement, which is an integral part of tender/bid documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

The declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the MES.

Yours Faithfully

Chief Engineer/Commander Worked Engineer/Garrison Engineer



## INTEGRITY PACT

To,

Chief Engineer/Commander Worked Engineer/Garrison Engineer,

Sub: Submission of Tender for the work of.....

Dear Sir,

I/We acknowledge that MES is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of Tender documents, falling which I/We will stand disqualified from the Tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the integrity Agreement in letter and spirit and further agree that execution of the said integrity agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by MES. I/We acknowledge and accept the duration of the integrity Agreement, which shall be in the line with para 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, MES shall have unqualified, absolute and unfettered right to disqualify the tender/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours Faithfully

(Dully authorized signatory of the Bidder)

## DETAILS OF TEMPERATURE, AVG SNOW FELL &amp; ELECTRICITY CONSUMPTION

Base Camp					Pratap Pur					Kumar Post ( Northern Gir)				
Month	Avg Temp		Snowfall (in cm)	Electricity Consumption (in KWh)	Avg Temp		Snowfall (in cm)	Electricity Consumption (in KWh)	Avg Temp		Snowfall (in cm)	Electricity Consumption (in KWh)		
	Indoor	Outdoor			Indoor	Outdoor			Indoor	Outdoor				
Jan	-11	-15	1.0	189038	-4	-8	00	170624	-23	-27	2.0	9820.8		
Feb	-10	-14	1.2	170744	-3	-7	00	154112	-21	-25	2.5	8870.4		
Mar	-6	-10	00	189038	-1	-4	00	170624	-19	-23	1.8	9820.8		
Apr	-2	-6	00	182940	2	-1	00	151200	-14	-18	1.5	9504		
May	1	-3	00	189038	2	5	00	156240	-10	-14	1.0	9820.8		
Jun	6	2	00	182940	5	8	00	151200	-3	-7	0.5	9504		
Jul	3	6	00	189038	7	10	00	156240	0	-4	00	9820.8		
Aug	7	10	00	189038	7	10	00	156240	6	2	00	9820.8		
Sep	4	7	00	182940	6	9	00	151200	-1	-3	0.2	9504		
Oct	0	-4	00	189038	1	4	00	156240	-10	-14	0.4	9820.8		
Nov	-4	-8	00	182940	0	-4	00	165120	-16	-20	1.3	9504		
Dec	-8	-12	00	189038	-2	-6	00	170624	-18	-22	1.7	9820.8		

## DETAILS OF DAILY &amp; MONTHLY ELECTRICITY CONSUMPTION

Month	Base Camp			Pratap Pur			Kumar Post (Northern Gir)		
	Avg Temp		Snowfall (in cm)	Avg Temp		Snowfall (in cm)	Avg Temp		Snowfall (in cm)
	Indoor	Outdoor		Indoor	Outdoor		Indoor	Outdoor	
Jan	6098	189038	5504	5504	170624	316.8	9820.8		
Feb	6098	170744	5504	5504	154112	316.8	8870.4		
Mar	6098	189038	5504	5504	170624	316.8	9820.8		
Apr	6098	182940	5040	5040	151200	316.8	9504		
May	6098	189038	5040	5040	156240	316.8	9820.8		
Jun	6098	182940	5040	5040	151200	316.8	9504		
Jul	6098	189038	5040	5040	156240	316.8	9820.8		
Aug	6098	189038	5040	5040	156240	316.8	9820.8		
Sep	6098	182940	5040	5040	151200	316.8	9504		
Oct	6098	189038	5040	5040	156240	316.8	9820.8		
Nov	6098	182940	5504	5504	165120	316.8	9504		
Dec	6098	189038	5504	5504	170624	316.8	9820.8		



**Clarification of 01 MW Siachen and 01 MW Partapur Solar PV Power Project at Siachen and Partaput Army Post Leh Region Jammu and Kashmir**

S. NO.	Pg.No.	Clause No.	Existing Clause	Suggestion/ Query	Department	Clarification
2	22 of RFS	5	All approvals, permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the SPD	Considering the zone to be under Indian Army, Please clarify what all defense related approvals and permits are required. Please specify the agreements, approvals and clearances required from Indian Army/ any other involved authority. For transportation and logistics, please clarify if any special approvals are required? Also, please confirm that transition shall be smooth	Technical	Tender condition shall prevail
4	23 of RFS	8.1	The declared annual CUF shall in no case be less than 15%. SPD shall maintain generation so as to achieve annual CUF of minimum 15% value till the end of the PPA duration of 25 years	Request you to amend the following clause as:- The SPD will declare the annual CUF of the Project at the time of submission of response to RFS, which shall be allowed to be <b>modified till 1 year of COD.</b>	Technical	Please refer Amendment 01
5				Please provide any irradiation study available for the areas specified for setting up the Solar Power Plant	Technical	Can be referred from Public Domain
				Request if there can be any relaxation on lower cap on CUF	Technical	Tender conditions will prevail
	23 of 113	8.1 Criteria for Generation	The SPD will declare the annual CUF of the Project at the time of submission of response to RFS, which shall be allowed to be modified at the time of signing of PPA. Thereafter, the CUF for the Projects shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 15%. SPD shall maintain generation so as to achieve annual CUF of minimum 15% value till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.	Request to please provide Variation range in which the declared CUF shall lie over 10 years and over 25 years of PPA period	Technical	Please refer Amendment 01
7	26 of RFS	12	Successful Bidder shall have to pay INR 18.76 Lakh/ MW/ Project (@ 3.0% of normative capital cost of CERC i.e. INR 530.02 Lakh per MW + GST) to SECI towards administrative overheads commissioning expense	We would request you to reduce the success charges and make them consistent with all other SECI bids	Finance	Please refer Amendment 01
8	28 of RFS	15 (a)	The Project shall achieve Financial Closure within 03 (Three) months from the Effective Date of the Power Purchase Agreement (PPA)	We would request you to increase the financial closure time line from <b>3 months to 12 months</b> from effective date of PPA. This will be in line with the MoP Bidding Guidelines.	Contract	Tender conditions shall prevail
9	28 of RFS	15 (b)	All agreements and approvals, clearances from Indian Army related to the project along with all necessary supporting documents.	Please specify the agreements, approvals and clearances required from Indian Army	Contract	All the agreements including PPA , approvals and clearances necessary for the complete execution of the work supply of power shall be required from the Indian Army.
10	30 of RFS	17 (a)	Interconnection with Existing 11 KV Line at Siachen Army Base camp: This may be provided by the Indian Army on the request of the project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the existing 11 KV Line to avoid wastage of Power.	1. Please specify what exact infrastructure is available to evacuate the power 2. For Siachen Army Base camp, Please specify the distance between the plant and the delivery/interconnection point	Technical	As per RFS. Distance is within 200 meters.
11	33 of RFS	20.1	Interconnection with Existing 11 KV Line at Siachen Army Base camp: This may be provided by the Indian Army on the request of the project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the existing 11 KV Line to avoid wastage of Power.	Please specify all types of securities/ instruments required to be declared	Technical	Bidders are advised to carry out physical survey of the premises before commencement of the installation
12	51 of RFS	3.2	After financial bid evaluation of both the project, the bidders shall be shortlisted project wise in the ascending order of financial bids quoted. Out of the total number of such bidders, top 50% of the bidders starting from the L1 Bid subject to minimum of 3 bids shall only be eligible for e-RA for each project	In case the number of bidders is odd, then how will this formula work ? For example, if the total number of bidders = 9, then whether 4 or 5 bidders will be eligible for e-RA.	Contract	In case the no. of bidders is odd, then starting from the L1 Bid, number of bidders shall be 50% of the bidders rounded off to immediate succeeding next whole number. For eg: If the total number of bidders are 9, then 5 bidders will be eligible for e-RA.

	87 of RfS	Annexure- A	Adequate land is available for setting up 1 MW SPV Plant at the Siachen Base Camp and Partapur Army Base camp sites. The exact co-ordinates of the available land shall be provided to the successful bidder.	1. Provide the exact co-ordinates of the available land parcels 2. How much land (in acres) is available for setting up of 1 MW SPV plant at Siachen Base Camp and Partapur Army Base Camp? 3. Also can the land boundary be provided?	Technical	Bidders are advised to carry out physical survey of the premises before commencement of the installation. Tender conditions shall prevail.
	93 of RfS	(k)	BATTERY ENERGY STORAGE SYSTEM The BESS and other equipment should conform to the relevant International / Indian Standards and shall meet all the CEA/CEIG and local statutory requirements for interconnection with grid at the required Voltage level.	1. Please clarify whether BESS is mandatory or optional. 2. Request to provide whether there is any particular technology constraint in battery design	Technical	Yes BESS is mandatory. Please refer the Amendments. SPD is free to choose battery technology suitable for project location.
				We request you to schedule a site visit for the developers to assess the feasibility study.		
	26 of PPA	Article 8	Change in Law	8.1.1 "Change in Law" means the occurrence of any of the following events after the Bid submission date resulting into any additional recurring/ non-recurring expenditure by SPD or any income to SPD: • any statutory change in tax structure, i.e. change in rates of taxes, duties and cess, or introduction/modification of any new/existing tax, duties and cess made applicable for setting up of Solar Power Project and supply of power from the Project by the SPD and has direct effect on the Project. In the event of any decrease in the recurring/ nonrecurring expenditure by the SPD or any income to the SPD on account of any of the events as indicated above, SPD shall file an application to the appropriate commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the SPD failing to comply with the above requirement, in case of any gain to the SPD, SECI shall withhold the monthly tariff payments on immediate basis, until compliance of the above requirement by the SPD.	contract	please refer Amendment 01
e				We request SECI to provide us a tariff range expected by SPDs which is acceptable to SECI and provides assurance that SECI will not cancel the bid due to higher tariffs	contract	At present moment there is no tariff range and maximum ceiling tariff. Bidders are requested to bid taking into consideration the technical specifications and other conditions mentioned in tender documents.
	27 of PPA	8.2	8.2. Relief for Change in Law 8.2.1 The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.	Who will be the Appropriate Commission in this case?	Contract	The Appropriate Commission in this case shall be Ministry of Defence
				Since PPA is being signed with Indian Army without any liability and back-up from SECI, request you to share the funding status and requisite document approved from Ministry of Defense for this project. How and where would our monthly bills be raise to? We need assurance that there will be no issues in payments from MoD or Indian Army/MES, Partapur	Contract	Monthly bills shall be raised to Indian Army Headquarters at Partapur. All the payments shall be done from Indian Army.
	87 of 113 & 10 of 113	Annexure A & 1.21	The SPV plant shall be interconnected with the 11 kV distribution N/w already built by the Indian Army. The SPV Plant shall be connected to the 400 kV distribution Transformers at the Point of Common Connection (PCC) to maintain reliability of supply. Reliability of supply involves the maintenance of Voltage and Frequency within permissible limits to enable synchronized operation of the PV Plant with existing DG and incorporation of storage, if necessary  INTER-CONNECTION POINT/ DELIVERY/ METERING POINT": It shall mean the point at the 11 kV side of the 400 V/11 kV Transformer including the dedicated transmission line, if any, connecting the solar power Project with the substation system as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPD shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.	For Siachen Base camp please provide voltage level at the point of interconnection as there is discrepancy in interconnection point	Technical	The term 400 KV may ve read as 400 KVA. Interconnection shall be made at 11 KV at the Substation .
	88 of RfS	Load details	Attached as Annexure	Please provide detailed load profile of Partapur and Siachen. No annexure is there, as mentioned in the tender	Technical	Please refer Amendment 01

			Request to provide at what tariff rate shall excess generation over and above than the declared value shall be procured or can excess generation be sold to other entity in case of refusal made by SECI/Indian Army	Technical	Excess generation is not envisaged since it's a closed DG Grid.
			Request to provide data related to non availability of 11kV Grid for Evacuation along the unavailability on load	Technical	Data on grid unavailability is not available.
			Please provide if there are any special consideration that we need to take in case of the selection of major Solar Power plant components	Technical	Please comply with the prevailing climatic conditions of the site.
			Is there any possibility of removing Illumination system along the road	Technical	May please be decided in consultation with the Indian Army
			Please provide 11kV grid outage data	Technical	Data on grid unavailability is not available.
			For the structure designing is there any test conducted related to geo technical survey of the land	Technical	Bidders are advised to carry out physical survey of the premises before commencement of the installation
			Is there any possibility of removing Energy Monitoring System instead SCADA can be used for monitoring system only	Technical	Tender condition shall prevail
			Please let us know total power distribution for both sites	Technical	Please refer tender document
			Please let us know if the capacity is distributed or is it 1M Cluster per project	Technical	It is 1MW SPV capacity (with minimum 2MWh BESS) at each location
			Request to include deemed generation in case of long outage of DG set	Technical	Tender condition shall prevail
		4.1	As per the tender, area lighting shall be provided. Kindly confirm the lux level to be maintained by the bidder.	Technical	Lux level has to mentioned as per National Lighting code 2010
		4.3	Kindly confirm the size for the security cabin to be considered or bidders are free to design as per their own specifications.	Technical	bidders are free to design as per their own specifications.
		4.4	Kindly confirm the type of MCR to be installed. Also confirm the rooms to be included.	Technical	bidders are free to design as per their own specifications.
		General	As mentioned in the tender document, the minimum DC capacity shall be MWp. Can we increase the DC capacity, Kindly confirm.	Technical	Yes. However, the bidder shall decide the DC Capacity to meet the consumption details as provided in Annexure II (Please refer the Amendments)
		General	Kindly clarify the CUF calculation is based on DC capacity or AC capacity.	Technical	AC Capacity
		General	HFE assume that guaranteed of CUF or PR shall be considered at Plant end of 11KV. Kindly clarify.	Technical	CUF shall be measured at the point of Interconnection shall be made at 11 KV at the Substation.
		General	Bidder's are free for the selection of inverter type. Please confirm	Technical	Must conform to the Standards and specs of the RfS
		General	Kindly share the contour layout and geotech survey for the site.	Technical	Bidders are advised to carry out physical survey of the premises before commencement of the installation
		General	Kindly share the KMZ file for the exact land coordinates and boundaries.	Technical	Bidders are advised to carry out physical survey of the premises before commencement of the installation
		General	Kindly confirm the galvanization thickness of MMS.	Technical	80 Microns
		General	Kindly confirm the type of cable laying i.e underground or overground.	Technical	Overground, conforming to climatic conditions prevailing at site.
		General	Please provide the scheme for interconnecting the DG and Solar system.	Technical	Interconnection shall be made at 11 KV at the Substation.

		General		As in base camp, there will be the landing of airplanes, so kindly confirm that there will be no glazing effect on modules.	Technical	No Landing of aeroplanes.
		General		Please confirm the synchronisation hours for DG system.	Technical	During Sunshine hours
		General		Kindly confirm the system shall be indoor type or outdoor type.	Technical	Outdoors type
				Request you to kindly consider allowing the MSMEs to avail this exemption,	contract	Tender conditions shall prevail

## **SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION**

### **GENERAL**

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RfS Documents. Submission of Online Bids is mandatory for this RfS.

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, *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 e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

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

### **INSTRUCTIONS**

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

##### **Sealed Bid System**

Single Stage Two Envelope

##### **Auction**

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

#### **Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
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.
7. Clarification to Tender Documents on ETS

- a) Query to SECI (Optional)
- b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries
10. Participate in e-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.

### 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>].

### Registration

To use the ElectronicTender® 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 Helpdesk (as given below), to get your registration accepted/ activated.

### Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS 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.



<b>ISN-ETS/ Helpdesk</b>	
<b>Telephone/ Mobile</b>	Customer Support: +91-124-4229071, 4229072 ( From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)
<b>Email-ID</b>	support@isn-ets.com [Please mark CC: <a href="mailto:support@electrontender.com">support@electrontender.com</a> ]

### Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
  - Envelope I (Technical-Bid)
  - Envelope II (Financial-Bid)
- Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 23.a, Section-II, ITB of RfS Documents, failing which the technical bids will not be opened.

*Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.*

### Internet Connectivity

If bidders are unable to access ISN-ETS'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

### 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 'ElectronicForms®' 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 ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® 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 SECI.

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

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

### **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 Center**

The help information provided through 'ETS User-Guidance Center' 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.

### **SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS**

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.

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

**NOTE:**

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

**ADDITIONAL DO'S AND DON'TS FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION**

1. Get your organization's concerned executives trained for e-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (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-ReverseAuction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-ReverseAuction bidding event.

**Pre-requisite for participation in bidding process**

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/ Firm

**TERMS & CONDITIONS OF REVERSE AUCTION**

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), SECI shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-V and other

provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a) Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
  - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
  - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
  - d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfS document.

- e) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and SECI.
- f) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.
- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - D of the RfS document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) SECI will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used:  
<https://www.bharat-electronictender.com>

11. No queries shall be entertained while Reverse Auction is in progress.

## BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - V and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	1 Hour
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	<b>60 Minutes</b> (Note for SECI: This the Number of Minutes left for closure of Reverse-Auction Bidding Event, eg 8 minutes)
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension

4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)
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Online Reverse Auction shall be conducted by SECI on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by SECI. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. SECI shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

SECI reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

SECI shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of SECI shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.