



Solar Energy Corporation of India Limited (A Government of India Enterprise)

CIN: U40106DL2011GOI225263

1st Floor, D-3, Wing A, Prius Platinum Building,
District Centre, Saket, New Delhi – 17

Notice Inviting Tender

From

**Trading licensees for the Support Services
for the purpose of facilitation of Trading of
Power at Solar Energy Corporation of India
Limited**

Tender No: SECI/C&P/PT/2017/14

Dated: 03/11/2017

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SECTION I

INTRODUCTION AND INVITATION FOR BIDS (IFB)

SOLAR ENERGY CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)



Tender No: SECI/C&P/PT/2017/14

Date: 03/11/2017

Solar Energy Corporation of India Limited (hereinafter called "SECI"), invites Techno Commercial & Price bids from the eligible Trading Licensees to participate in the Notice Inviting Tender (NIT) for **"The Support Services for the purpose of facilitation of Trading of Power at Solar Energy Corporation of India Limited, New Delhi"**

For the implementation of above mentioned work, Trading Licensees /Bidders should submit their Technical Commercial & Price Bid proposals complete in all respect in separate sealed covers, super-scribed with **"The Support Services for the purpose of facilitation of Trading of Power at Solar Energy Corporation of India Limited, New Delhi"** & should be sent to SECI office at the following address so as to reach on or before **1800 HRS on 11th December, 2017** positively to

Sh. Sandeep Kumar
Manager (C&P)
Solar Energy Corporation of India Limited
1st floor, D-3Wing A, Prius Platinum Building
District Centre, Saket, New Delhi – 17
Telephone: 011 71989290, Extension 290
E mail: contracts@seci.co.in

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

1. The complete Bidding Documents are available at TCIL portal <https://www.tcil-india-electronictender.com> as well as on SECI's website <http://www.seci.co.in>. Interested bidders shall download the Bidding Documents from the portal <https://www.tcil-india-electronictender.com> as per the provisions available therein.
2. Interested bidders have to necessarily register themselves on the portal <https://www.tcil-india-electronictender.com> through M/s Telecommunications Consultants India Limited (TCIL), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s TCIL, New Delhi to complete the

registration formalities. The address of M/s TCIL is mentioned in the Tender document. All required documents and formalities for registering on TCIL are mentioned in the subsequent bidding documents.

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

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

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

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

4. A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the given provisions of bidding document and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the owner and the Bidder/ Contractor shall be governed by the Bidding Documents/ Contract signed between the owner and the Contractor for the mentioned work.
5. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.
6. Bidder shall submit bid proposal along with non-refundable Tender Processing Fee, Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in offline/ online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fee and Earnest Money Deposit (EMD) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**

7. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>) or from SECI website (<http://www.seci.co.in>). **It is mandatory to download official copy of Tender Document from Electronic Tender System (ETS) Portal of TCIL to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on TCIL website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned TCIL website. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on TCIL website shall prevail.**
8. Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

DISCLAMIER:

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within twenty (20) days from the date of notification of Tender/Issue of the Tender Documents, it shall be considered that the Tender Document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Tender Document including all formats and Annexures.
3. While this Tender has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.

BID INFORMATION SHEET

NIT No. & Date	Tender No: SECI/C&P/PT/2017/14 Dated: 03/11/2017
Broad Scope	Notice Inviting Tender for the Support Services for the purpose of facilitation of Trading of Power at Solar Energy Corporation of India Limited, New Delhi
Contract Period	02 Years , extendable for further 01 year based on the satisfactory performance of the contractor
Bid Processing Fee (non-refundable)	₹ 38,000/- (Rs Thirty Eight thousand only) inclusive of GST @ 18% to be submitted in the form of Demand Draft / Banker's Cheque drawn in favour of "Solar Energy Corporation of India Limited, New Delhi" Payable at New Delhi. Bid Processing Fee is to be deposited along with the Tender document submission in offline mode.
Earnest Money Deposit	₹ 13,00,000/- (Rs Thirteen Lacs only) in the form of Demand Draft (DD)/Bankers Cheque drawn in favor of "Solar Energy Corporation of India Limited", New Delhi Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format (With a validity of 180 Days from the Due date of Bid Submission). EMD to be deposited along with the Tender document submission in offline mode.
Performance Security	Within 30 days from the issuance of the Notification of Award (NOA) from SECI, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft drawn in favour of "Solar Energy Corporation of India Limited, New Delhi" Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format and shall be in the currency of the Contract. The value of the Performance Security shall be Rs 64,50,000/- (Rs Sixty Four Lacs & Fifty thousand only) derived on the basis of estimated contract value of 02 years, BG validity of which should remain 90 days beyond the contract Period.
Multiple Bidding System	Not Allowed.
Type of Tender	E-Tender
Date , Time & Venue of Pre-bid Meeting	A Pre-bid/clarification Meeting conference shall be held as per the intimation on www.seci.co.in . Maximum two persons from the Bidder company are allowed to attend the same.
Offline & Online Bid-Submission Deadline	11/12/2017 up to 1800 HRS
Offline & Online Bid Opening	12/12/2017, 1100 HRS onwards
Financial Bids Opening	To be intimated subsequent to the shortlisting of Techno Commercial Bids

**Notice Inviting Tender from Trading Licensees for the support services for the facilitation of
Trading of Power**



Name, Designation, Address and other details (For Submission of Response to NIT)	Sh. Sandeep Kumar Manager (C&P) Solar Energy Corporation of India Limited 1 st floor, D-3Wing A, Prius Platinum Building District Centre, Saket, New Delhi – 17 Telephone: 011 71989290, Extension 290 E mail: contracts@seci.co.in
Contact details of TCIL	M/s Telecommunications Consultants India Limited 6 th Floor, TCIL Bhawan, Greater Kailash - 1 New Delhi - 110 048 Contact Person : ETS Support Team Contact No. : 011 26202699 (Multiline) / 26241790 / 26202661 Email : ets_support@tcil-india.com
<u>Important Note:</u> 1.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from ETS Portal of TCIL (https://www.tcil-india-electronictender.com) and/ or SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission. 2.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites 3.0 Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document from ETS Portal of TCIL (https://www.tcil-india-electronictender.com) and/ or SECI website (www.seci.co.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 Tender Document shall be updated in the ETS Portal of TCIL (https://www.tcil-india-electronictender.com) and/ or SECI website (www.seci.co.in) only	

1. INTRODUCTION

1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.

1.2 MNRE had issued guidelines for implementation of the JNNSM scheme for setting up of Solar PV Projects under different phases and batches. Government of India has identified SECI as the implementing agency and was also appointed as the nodal agency to facilitate grid connected solar power and/ or other Renewable energy generation. Under SECI VGF 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 trading margin per unit for these transactions. Present status of different schemes including JNNSM scheme whose Operation is to be carried out by the trading licensee from SECI premises is as follows.

S No	Capacity	Status of scheme
1.	750MW JNNSM scheme under Phase II Batch II	660 MW Projects are commissioned and only 400 MW Inter-state Operations is going on from SECI premises.
2.	750 Rajasthan JNNSM Bhadla-UP scheme	Tender is published. Interstate Operations for 100% capacity to be carried out.
3.	1000MW Wind projects scheme	Tender is published. Interstate Operations for 100% capacity to be carried out.
4.	Any other scheme or project(s) which may be a part of SECI business activity.	

1.3 Assuming, all projects shall be allocated and get commissioned within 13 months from the signing of PPA as per their present status, the total quantum of annual energy transaction (for 2150 MW), with the assumption of 19 % CUF for Solar/Wind projects, can be estimated as **3578 MU (approx.)**. This is an estimated generation, however actual may vary depending upon the project capacity available and weather conditions at site. Bidder may bid accordingly.

1.4 To cater the need of Power Trading, SECI intends to invite Techno Commercial & Price Bids from the Trading Licensees to participate in the Notice Inviting Tender (NIT) for “The Support Services for the purpose of facilitation of Trading of Power at Solar Energy Corporation of India Limited, New Delhi.

1.5 The Bidders/ Licensees are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must be furnished. Failure to provide the information and/ or documents as required may render the bid technically unacceptable.

**Notice Inviting Tender from Trading Licensees for the support services for the facilitation of
Trading of Power**



- 1.6** The Bidders/ Licensees shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and 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.
- 1.7** This is an open tender for the eligible Trading Licensees /Bidder's who fulfil eligibility criteria laid down in the Tender documents. The tenders for this contract will be considered only from those firms/ companies who meet the requisite eligibility criteria as mentioned in Eligibility Criteria at clause 1.3 under Section III.
- 1.8** The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or Government owned Enterprises.
- 1.9** MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ DIC/Udyog Aadhar Only are exempted from submission of Tender Processing Fee & Earnest Money Deposit (EMD).
- 1.10** The Bidders who are Techno-commercially qualified may be considered for empanelment for the subject Tender purpose with SECI for consideration in future requirements also. However, Solar Energy Corporation of India Limited on its Sole Discretion may call for an open or limited enquiry based on its future Power Trading requirements.
- 1.11** Any kind of Technical or Financial JV or Consortium is not allowed under this Tender Document.
- 1.12** Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures

SECTION II

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

SECI shall engage a Power Trading licensee (approved by CERC) for the support services for the purpose of facilitation of inter-state trading of renewable power (Solar/Wind) for a period "effecting from date of acceptance of Letter of Award up to 2 years in managing its contracts related with PPAs and PSAs using their manpower and SECI infrastructure for such transactions. The period of contract can be further extended to one more year on the same terms and conditions, if required by SECI, subject to the satisfactory performance of the contractor.

Apart from providing adequate skilled manpower with required qualifications (B-Tech/BE/Full time MBA from reputed institute) & relevant experience(including the experience of handling inter-state trading of power) for handling various responsibilities involved in a trading transaction, other jobs of trading licensee are categorised as follows:

- A. Trading licensee shall be responsible for managing Operation control room of SECI and shall also be responsible for all power scheduling related activities for all three shifts on 365 X 24 basis from SECI control room only. However, SECI may allow to carry out the operations from trading licensee premises during exigencies but such proposal for limited duration on continuous basis may be approved by Competent Authority of SECI. It is expected that from SECI control room only scheduling of interstate transactions shall happen, however, trading licensee shall also be responsible for intra state transactions when intra state ABT is applicable.
- B. Trading licensee shall be responsible for compliance of CERC regulations/norms of power trading and shall also assist SECI in its compliance, wherever required .For example: Timely filling of CERC Form IV etc
- C. Trading licensee shall be responsible for providing all services required for trading of power on Short Term/Medium Term/Long Term basis as and when required or directed by SECI.
- D. The team of trading of trading licensee would be deployed at SECI control room. In this case, SECI shall provide the following:
 - i. Dedicated Room of adequate capacity from where such Scheduling of power shall be carried out. For better understanding, SECI may call it as Power Trading control room.
 - ii. Fax machines, computers, telephones, and internet facilities etc for the use by manpower of the Successful bidder/Trading licensee.
 - iii. Power trading software, which is framed for MNRE schemes for Ground mounted and Grid connected Solar Power projects and Wind power projects, is bit flexible to accommodate the changes suggested by Successful Bidder for other schemes as well.

However, non-availability or non-functionality of SECI Power trading licensed software at any moment shall not relieve the Successful Bidder/Trading licensee for its main role of Power trading (including power scheduling).Successful Bidder must be thorough with Microsoft excel and /or

other readily available software for discharging their services from SECI premises.

- iv. Trading licensee shall bear all other charges which otherwise not available with SECI or are not mentioned above, for successfully discharging their functions. SECI shall neither provide any specific requirement which are not stated Clause 4 above and nor shall be legally and financially responsible for any default of Licensee on any account whatsoever.
 - v. In case power trading control room is required to be shifted anywhere else in India then ,Trading licensee shall discharge their services at new premises as well without any additional cost to SECI and shall also be responsible for assisting SECI in development of required infrastructure at new location.
- E. Trading licensee shall assist in settlement of all disputes related to the scheduling of power and shall indemnify SECI for all financial liabilities arises because of power scheduling.
- F. Trading licensee shall be responsible for Scheduling of the power as per the applicable regulations of CERC/SERCs in consultation with Generators/Buying Utilities.
- G. Trading licensee shall be responsible for Monitoring of schedule on continuous basis which require an effective coordination with RLDCs/SLDCs for smooth and unhindered energy flow.
- H. Trading licensee shall be responsible for “Revision of schedule” as per the applicable rules and regulations of the State/Centre.
- I. Trading licensee shall be responsible for Intimation of transmission constraints which inter-alia explains as follows:
- a. “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”
- J. Successful Bidder shall also provide adequate manpower for commercial billing (for both inter and intra projects) and shall also 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 as per the working methodology of SECI. Bidder, shall include in its total offer price the cost of commercial for intra projects as well.
- K. Wherever possible, Trading licensee shall use power trading software for power trading.
- L. Energy reconciliation statement preparation and coordination with buyer and supplier as per PPA/PSA shall be the responsibility of trading licensee.
- M. MIS preparation in the required format of SECI shall be responsibility of trading licensee.
- N. UI certification as per RPC/SLDC/RLDC (as per provision of PPAs & PSAs)
- O. Trading licensee /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 Buying Utility in consultation with SECI.

- P. Trading licensee /Successful Bidder would maintain record of LCs /BGs on behalf of SECI and would provide periodic reports to SECI on the same.
- Q. Trading licensee /Successful Bidder would follow up with the clients for payment collection on behalf of SECI.
- R. Trading licensee would associate SECI personnel with the experts deployed by trading licensee, So that SECI personnel can be trained on trading operations.

SECTION III

INSTRUCTION TO BIDDERS AND ELIGIBILITY CRITERIA

1. Bid Information and Instructions to Bidders

1.1 General

- A. Bidders may download the complete bidding document along with its amendment(s) if any from ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>) and/ or SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission as mentioned in the **Bid Information Sheet**.
- B. Prospective Bidders interested to participate in the bidding process are required to submit their Techno Commercial & Price Bid Proposals in response to this Tender Document along with a non-refundable Bid processing fee & Earnest Money deposit (EMD) as per the prescribed format mentioned in the **Bid Information Sheet**. A Bidding Company will be only eligible to participate in the bidding process on submission of Bid processing fee & EMD. In case of any inconformity or query, SECI may seek clarifications so as to get the genuine queries addressed & resolved. SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder.
- C. It may be noted that SECI will not pay any amount / expenses / charges / fee / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

1.2 Bid Submission date

The bidding methodology adopted for this Project shall be Single Stage Two envelop system i.e. The Bidders shall submit their Project proposal (Both Techno-Commercial and Price Bid same time in separate sealed envelopes) in line with this Tender Document. The last date for submission of bids is as mentioned in the **Bid Information Sheet**. No bids shall be accepted after the date and time mentioned above. Techno-Commercial bids shall be opened for all the Bids submitted by the prospective bidders. Price bids shall be opened only for the short listed & eligible Bidders based on Techno-Commercial bid evaluation.

1.3 Eligibility Criteria

1.3.1 General Eligibility Criteria

- A. The Bidder shall not be under a declaration of ineligibility by Owner for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined under the bidding document
- B. The Bidder shall not be debarred by Owner/ Ministry of New & Renewable Energy (MNRE) for future bidding due to "poor performance" or "corrupt and fraudulent practices" or any other reason in the past. Further, neither bidder nor their allied agency (ies) should be on the banning list of Owner or the Ministry of New & Renewable Energy (MNRE).
- C. If the tender documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/ Award and will be returned immediately to such bidders.
- D. It shall be the sole responsibility of the bidder to inform Owner/ MNRE in case the bidder is debarred from bidding by Owner/ MNRE. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

- E. The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- F. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to Owner by the bidder.
- G. The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or Government owned Enterprises.
- H. Any kind of Technical or Financial JV/Consortium is not allowed under this Tender Document.
- I. MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Only are exempted from submission of Tender Processing Fee & Earnest Money Deposit (EMD).

1.3.2 Technical Eligibility Criteria:

- A. Trading licensee must be either Category I or Category II trading licensee as per CERC. Valid Trading license as issued by CERC in support of same must be furnished in the Envelope I of the Tender document.
- B. Trading licensee must have handled long term and short term power trading in past. Trading licensee must furnish along with his bid the supporting documents for interstate long and short term power transaction. Viz. at least last 6 months REA transactions & Form IV which establishes the above.

2. General Documents in Support of Eligibility:

- A. Copy of GST Registration and PAN.
- B. Valid Trading license
- C. Interstate long and short term power transactions/Agreements/Orders.
- D. Detailed Document list to be submitted along with the Tender is Tabulated under clause 17 of this Section

SECI reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria.

3. Validity of the Response to Tender Document/ Bid Validity

The Bidder shall submit the response to Tender Document which shall remain valid up to “**one hundred and eighty (180) days**” from the date of opening of tender (“Bid Validity”). SECI reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement. SECI may solicit the bidders’ consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

4. Public Procurement Policy for Micro and Small Enterprises (MSES)

- 4.1 As per the Public Procurement Policy for Micro and Small Enterprise (MSEs) order 2012, issued vide Gazette Notification number 503, dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprise of Govt. of India, and specific to this tender, MSEs must be registered with any of the following agencies/ bodies shall be exempted from Tender Processing Fee and EMD submission upon production of valid registration certificate.

- (i) District Industries Centre (DIC)
- (ii) National Small Industries Corporation (NSIC)
- (iii) Udyog Aadhaar Memorandum

MSEs participating in the tender must submit the certificate of registration with any one of the above agencies. The registration certificate issued from any of the above agencies must be valid as on close date of the tender.

The MSEs, who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/ preference.

- 4.2 In case of JV/ Consortium, in order to avail the exemption to Tender Processing Fee and Earnest Money Deposit (EMD), all the members of JV/ Consortium should be registered under any of the Categories mentioned. **NOT APPLICABLE TO THIS TENDER.**

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

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

5. Earnest Money Deposit (EMD)

Bids must be accompanied with '**Earnest Money Deposit (EMD)**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favour of **Solar Energy Corporation of India limited, New Delhi payable at New Delhi**] or '**Bank Guarantee**' as per the prescribed format in the **bidding documents**. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.

- 5.1 The '**EMD**' is required to protect Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to subsequent EMD clauses.
- 5.2 Owner shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks enclosed under the Section VI, Forms and formats of Tender documents or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial bank having net worth in excess of INR 100 Crores (Indian Rupees One Hundred Crores Only).
- 5.3 Bid not accompanied with required amount of EMD or required validity or not in requisite format shall be liable for rejection.
- 5.4 'Earnest Money Deposit' of unsuccessful Bidders disqualified at the stage of Techno-Commercial evaluation will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' after intimation of their disqualification.
- 5.5 'Earnest Money Deposit' of unsuccessful Bidders excluding L-2 bidder will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' after issuance of NOA/ LOI/ LOA to successful bidder.
- 5.6 'Earnest Money Deposit' of L-2 bidder will be discharged against the acceptance and signing of Contract Agreement with successful bidder & submission of requisite Performance Security by him. This process shall be completed not later than '30 [thirty] days' after issuance of CA to successful bidder.
- 5.7 The successful bidder's 'Earnest Money Deposit' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Performance Security'.
- 5.8 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
 - (a) If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice

- (c) If the Bidder modifies bids during the period of bid validity (after submission date).
- (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt the NOA/ LOI/ LOA within 15 (Fifteen) days from issuance of same.
 - (ii) to furnish "Performance Security in accordance with the Bidding document"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

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

5.10 **MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ DIC/ Udyog Aadhar Only are exempted from submission of EMD. In order to avail the exemption in EMD in case of Consortium/ JV, all the members of the Consortium/ JV should be registered as MSME Vendors under NSIC/ DIC/ Udyog Aadhaar Category.**

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

6. Contract Performance Security

Against the Contract, within 30 (Thirty) days from the issuance of the Notification of Award/ Letter of Intent/ Letter of Allocation from Owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the owner as **"Solar Energy Corporation of India Limited, New Delhi"**. The Contract Performance Security shall be for an amount equal to **INR 64,50,000/- (INR Sixty Four Lacs & Fifty thousand only)** derived on the basis of estimated contract value of 02 years, BG validity of which should remain 90 days beyond the contract Period. The Performance Security is towards the faithful performance of the contractual obligations, performance of equipment and shall cover entire Contract.

- 6.1 Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed subsequently in the bidding documents under Forms and Formats or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. BG validity of such guarantee should remain 90 days beyond the contract Period.

The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of **"Solar Energy Corporation of India Limited, New Delhi, payable at New Delhi"**.

- 6.2 In case of default or failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 6.3 ***In case of default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the Contract Performance Security.***
- 6.4 The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care of the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Contract Performance Security on proportionate basis for the additional amount in excess to the original contract value.
- 6.5 Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the Contract Agreement/ NOA/ LOI/ LOA & forfeit 100% of EMD, in case Contract Performance Security is not submitted within 40 (Forty)

days from issuance of NOA/ LOI/ LOA. However, total project completion period shall remain same. Part Security shall not be accepted.

- 6.6 If the Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the owner or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the certificate of the Engineer-in-Charge shall be final).
- 6.7 All compensation or other sums of money payable by the Contractor to the Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Contractor by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within 10 (Ten) days thereafter make bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security

7. Bid Processing Fee (Non –Refundable)

A non- refundable, Tender Processing Fee, if applicable, is to be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of "**Solar Energy Corporation of India Limited, New Delhi**" payable at New Delhi. The Bid Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet. Bids submitted without payment of requisite Bid Processing Fee will be treated as non-responsive and shall be liable for rejection.

- 5.3 **The Bid Processing Fee is exempted for MSME Vendors registered under NSIC/ DIC/ Udyog Aadhaar Category only. In order to avail the exemption in Tender Processing Fee in case of consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ DIC/ Udyog Aadhaar Category.**
- 5.4 In case of any discrepancy/ non-submission of either offline or online bid documents by the bidder, the Bid processing fee will be deemed as bidder's consent for participation in the bidding process. Henceforth, the Bid processing fee shall be retained by owner and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Owner.
- 5.5 In the event of a particular tender being cancelled, the Bid processing fee will be refunded to the concerned bidders without any interest charges within 30 days from the date of notification of cancellation of tender. No plea in this regard shall be entertained by the Owner.

8. Price Bid

- i) The prices quoted in the Price bid should be without any conditions.
- ii) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Format V of Schedule of Rates
- iii) The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- iv) The Price bid shall be on a fixed price basis and, no price variation on any account shall be considered.
- v) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- vi) Prices quoted will be firm for the entire period of Contract.
- vii) It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the Price bid.
- viii) The Price bid should include incidental charges and customization charges if any.
- ix) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- x) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- xi) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in the Form of Bid, his tender may be summarily rejected.
- xii) If there is a discrepancy in the Unit Rate mentioned against each individual item & the total price, then the unit rate for the items individually will be taken as final & binding.

9. Non-Transferable Bid

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

10. Deviations

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original Tender documents. If the bidder has any observations, the same may be indicated in his forwarding letter along with the bid. Bidders are advised not to make any corrections, additions or alterations in the original Tender documents. If this condition is not complied with, Tender is liable to be rejected.

11. Deadline for submission of bid

The bid duly filled must be received by SECI at the address specified not later than the date and time mentioned in the “**Bid Information Sheet**”. Bid received later than the deadline prescribed for submission of tender by SECI will be summarily rejected.

12. Withdrawal of bid

No Tender can be withdrawn after techno commercial bid opening and during tender validity period. Submission of a tender by a bidder implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors having any bearing on the required job.

13. Clarification of the bid

To assist the examination, evaluation and comparison of the tenders, SECI may at his discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be either sought or permitted. Above clarification and their response shall form part of the tender and shall be binding on the bidder.

14. Examination of the bids

SECI shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the SECI. However, SECI may seek clarifications to ascertain the actual facts & Technicalities. In case of tenders containing any conditions or deviations or reservations about contents of tender document, SECI may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. SECI's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

15. Canvassing

No bidder is permitted to canvass to SECI on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

16. Right to accept any bid or reject all bids

SECI reserves the right to accept, split, divide, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his

bid but before award of services, the SECI shall deem such bid as invalid.

REJECTION CRITERIA:

Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Eligibility Criteria including General, Technical and Financial Qualifying Requirements
- (b) Firm/Constant Price
- (c) Tender Processing Fee and Earnest Money Deposit
- (d) Tender Document Fee, if applicable
- (e) Specifications & Scope of Work
- (f) Schedule of Rates (SOR)/ Price Schedule (PS)
- (g) Duration/ Period of Contract/ Completion schedule
- (h) Period of Validity of Bid
- (i) Warrantee/Guarantee/ Defect Liability Period
- (j) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

17. Notification of Award (NOA)/Letter of Intent (LOI)/Letter of Allocation (LOA)

- 17.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" through e-mail/ courier/ registered post, that his Bid has been accepted. The notification of award will constitute the formation of the Contract.
- 17.2 Contract Period shall commence from the date of "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" or as mentioned in the Notification of Award/ Letter of Intent/ Letter of Allocation. The "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract.
- 17.3 The "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acknowledgement within 15 (Fifteen) days from the date of its issuance.
- 17.4 In case the successful bidder fails to acknowledge the acceptance of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" as mentioned above vide above clause, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.

In case of Non-response/acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions by annulling the entire Tendering process & further can successfully

execute the Tender by Re tendering.

18. Signing of Contract Agreement

- 18.1 The successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] within '30 [Thirty] days' of issuance of the "Notification of Award [NOA]"/ "Letter of Intent [LOI]/ "Letter of Allocation [LOA]".
- 18.2 Incase the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 18.1, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed. Same may constitute sufficient grounds for the forfeiture of EMD.

In case of Non-response/acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions by annulling the entire Tendering process & further can successfully execute the Tender by Re tendering.

19. Documents comprising the bid

The bid shall be submitted by the Bidder under "Single Stage - Two Envelope" procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part/ Schedule of Rates (SOR) shall comprise of the following documents:

I. Hard Copy

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

Contact Persons Name: Shri Sandeep Kumar

- (a) Original Non-Refundable Tender Processing Fee as per Bid Information Sheet
- (b) Earnest Money Deposit (EMD) as per the Tender Document
- (c) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Format F-I'
- (d) Power of Attorney as per Format X & copy of Board Resolution for such authorization
- (e) Valid Trading license as issued by CERC in support of the Bid
- (f) The Pass-Phrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

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

"Bidder should explicitly note that no hard copies are to be submitted

as a part of Second envelope”.

II. Soft Copy

Soft copy of the bid shall comprise of following documents to be uploaded on the TCIL portal <https://www.tcil-india-electronictender.com> as per provisions therein.

(a) As part of First Envelope

- I. The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the TCIL portal, shall be duly filled.
- II. Programmed file - Attachments and Bid Form for first envelope.
- III. General particulars of the Bidder as per the Format II
- IV. No Deviation Confirmation as per Format VIII
- V. E Banking Mandate Form as per Format IX
- VI. Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory).
- VII. Copy of GST Registration and PAN.
- VIII. Trading licensee must furnish along with his bid the supporting documents for interstate long and short term power transaction. Viz. at least last 6 months REA transactions & Form IV which establishes the above.
- IX. Board Resolution
- X. Certificate of Incorporation
- XI. Sealed and signed/ digitally signed, Blank copies **(WITHOUT PRICES)** of SOR mentioning **“QUOTED”** for all the items of the SOR.

Bidder should explicitly note that no prices are to be mentioned in the SOR here & only needs to write “QUOTED”.

Bidders mentioning price here will be out rightly rejected & will not be considered for the further tendering process.

(b) As part of Second Envelope

- I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the TCIL portal, shall be duly filled. “Termed as **ELECTRONIC FORM**”
- II. Main Price Bid comprising of Schedule of Rates (SOR) of the Price Schedule duly completed, sealed and signed/ digitally signed shall be uploaded. “Termed as **MAIN BID**”.

SOR is the Price quoted by the bidder as the Trading Margin as quoted by the Trading Licensee

Important Note **

Bidder has to quote their **Power Trading Margin in Rs. / kWh in the Schedule of Rates (SOR) as given in the Bidding document for Operations (for inter-State transactions**

or where scheduling of power is involved from SECI premises only) & Commercial (inter and Intra state transactions both)

Maximum allowable trading margin to be considered for the price bid

The maximum allowable Trading Margin for Inter-State transactions or where scheduling of power is involved from SECI premises shall be **Rs.0.009/kWh (i.e. Point Nine Paise/kWh)** of electricity traded. Trading margin should be inclusive of Goods and Service Tax (GST) and shall not exceed more than the **ceiling trading margin of Rs 0.009 per kWh**. The price bid with ceiling trading margin more than Rs.0.009/kWh shall not be considered.

20. Techno Commercial & Price Bids Proposal due date

The Bidder should submit the Techno Commercial & Price Bid Proposals in online mode as defined under clause 19 above by **1800 HRS (IST) on or before 11/12/2017** in the name of

Sh. Sandeep Kumar
Manager (C&P)
Solar Energy Corporation of India Limited
1st floor, D-3, Wing A, Prius Platinum Building
District Centre, Saket, New Delhi – 17
Telephone: 011 71989290, Extension 290
E mail: contracts@seci.co.in

21. STICKER FOR THE BID ENVELOPE:

The Sealed Techno-commercial Envelope of the documents to be sent under hard copy shall have the following Sticker details:

Response to Tender Document for “Notice Inviting Tender from Trading Licensees for the support services for the facilitation of Trading of Power”.	
Tender Document No.	
Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Solar Energy Corporation of India Limited, 1 st Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017, Tel: 011-71989290

Important Note: The Bidders shall not deviate from the naming and the numbering formats

mentioned above, in any manner.

22. Clarifications/Enquires/ Amendments

- i) Clarifications if any, on Tender Document may be sought at the address mentioned in the Bid Information Sheet not later than 20 days after publication of Tender Document & same may be sought during through E Mail/Letters.
- ii) Classification/Amendment/s if any will be uploaded in the website of SECI at www.seci.co.in & ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>) for information of all concerned. All of them are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

23. Right to Reject

SECI reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

24. Cancellation of Contract

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

- i) The bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- ii) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- iii) The bidder goes into liquidation voluntarily or otherwise during the execution of contract.
- iv) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- v) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, SECI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the SECI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

25. Important notes

- i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- ii) If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, SECI reserves the right to reject such response to Tender Document and/or cancel the Contract Agreement, if issued and the EMD/Performance Security provided up to that stage shall be en-cashed. Bidder shall be solely responsible for

disqualification based on their declaration in the submission of response to Tender Document

iii) SECI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

iv) Response submitted by the Bidder shall become the property of the SECI and the SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as per the clause mentioned in the Tender Document.

v) Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of SECI in this respect shall be final and binding.

vi) The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the installation and commissioning. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

vii) SECI may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

viii) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.

ix) Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by SECI.

x) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

xi) Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

xii) Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.

xiii) SECI reserves the right to delete items from the schedule of requirements specified in the tender. SECI also reserves the right to alter the quantity and vary specifications.

xiv) SECI reserves the right to make any changes in the terms and conditions of the tender.

xv) SECI shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.

xvi) SECI will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

xvii) The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

26. Clarification and Pre-Bid meeting

- 26.1 SECI will not enter into any correspondence with the Bidder, except to furnish clarifications on Tender Document, if necessary. The Bidder may seek clarifications or suggest amendments to Tender Document online through E Mails or in the form of Letters addressed at the Email ID & registered office address as mention in the bidding document.

- 26.2 The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by SECI.
- 26.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the Tender Document including in particular, issues raised in writing and submitted by the Bidder.
- 26.4 SECI is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

27. ZERO DEVIATION

This is a ZERO Deviation Process. Bidder is to ensure compliance of all provisions of the Tender Document and submit their Techno Commercial/ Price Proposal accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

28. CORRESPONDENCE

Bidder requiring any Techno-Commercial clarification of the bid documents may contact in writing or by Fax /E Mail.

Name	Contact Number	Email id
Sh. Sanjay Sharma	011-71989256	contracts@seci.co.in
Sh. Anil Yadav	011-71989257	anilyadav@seci.co.in
Sh. Sandeep Kumar	011-71989290	contracts@seci.co.in

Verbal clarifications and information given by the SECI or its employees or its Representatives shall not be in any way entertained.

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

1. General

Special Instructions (for e-Tendering).

Submission of Online Bids is mandatory for this Tender.

This section contains detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/ tender document.

Bidders who wish to participate in e-tenders must go through the 'instructions in respect of e-Tendering essentially covering security settings required for bidder's PC/ Laptop, uploading and checking the status of digital signature in the bidder's PC/ Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/ Bid etc.

2. About E-Tender Portal (Web)

Solar Energy Corporation of India Limited (SECI) has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>) a Government of India Undertaking (referred hereunder as "E-Tender Portal") and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/ Price Schedule (Price Bid) in note and attachment folder, as applicable, and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

2. Pre-requisite for participation in bidding process

The following are the pre-requisite for participation in e-Tendering Process:

3.1 PC/ Laptop with Windows OS, Internet Explorer

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.

3.2 Internet Broadband Connectivity

The Bidder must have a high-speed internet connectivity (preferably Broadband) to access TCIL's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.

2.3 A valid e-mail Id of the Organization/ Firm

2.4 E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, SECI has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is

based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

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

3. Tender Bidding Methodology under Sealed Bid System of Single Stage Two Envelop:

4.1 Broad Outline of Activities from Bidder's Perspective:

- 4.1.1 Procure a Digital Signing Certificate (DSC)-Class II and above.
- 4.1.2 Register on Electronic Tendering System® (ETS)
- 4.1.3 Create Marketing Authorities (MAs), Users and assign roles on ETS
- 4.1.4 View Notice Inviting Tender (NIT) on ETS
- 4.1.5 For this tender -- Assign Tender Search Code (TSC) to a MA
- 4.1.6 Download Official Copy of Tender Documents from ETS
- 4.1.7 Clarification to Tender Documents on ETS

- a) Query to SECI (Optional)
- b) View response to queries posted by SECI

- 4.1.8 Bid-Submission on ETS
- 4.1.9 Respond to SECI Post-TOE queries
- 4.1.10 Participate in reverse auction if invited

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

4.2 Digital Certificates

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

4.3 Registration

To use the Electronic Tender portal <https://www.tcil-india-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 TCIL/ ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

1. Interested bidders have to download official copy of the RfS/ Tender & other documents after login into the ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>). If the official copy of the documents is not downloaded from ETS Portal of TCIL within the

specified period of downloading of RfS/ Tender and other documents, bidder will not be able to participate in the tender.

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

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

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11- 26202699 (Multiple Telephone lines) / 26241790 (Monday to Friday from 10 AM to 6 PM except Government Holidays) Emergency Mobile Numbers: +91-9868393792, 9868393775, 9868393717
Email-ID	ets_support@tcil-india.com

4. Some Bidding Related Information for this Tender (Sealed Bid)

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

5.1 Hard Copy

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

Contact Persons Name: Shri Sandeep Kumar

- a) Original Non-Refundable Tender Processing Fee as per Bid Information Sheet
- b) Earnest Money Deposit (EMD) as per the Tender Document
- c) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Format F-I'
- d) Power of Attorney as per Format X & copy of Board Resolution for such authorization
- e) Valid Trading license as issued by CERC in support of the Bid
- f) The Pass-Phrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

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

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

Bidders mentioning price here will be out rightly rejected & will not be considered for the further tendering process.

II. Soft Copy

Soft copy of the bid shall comprise of following documents to be uploaded on the TCIL portal <https://www.tcil-india-electronictender.com> as per provisions therein.

- a) As part of First Envelope
 - i. The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the TCIL portal, shall be duly filled.
 - ii. Programmed file - Attachments and Bid Form for first envelope.
 - iii. General particulars of the Bidder as per the Format II
 - iv. No Deviation Confirmation as per Format VIII
 - v. E Banking Mandate Form as per Format IX
 - vi. Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory).
 - vii. Copy of GST Registration and PAN.
 - viii. Trading licensee must furnish along with his bid the supporting documents for interstate long and short term power transaction. Viz. at least last 6 months REA transactions & Form IV which establishes the above.
 - ix. Board Resolution
 - x. Certificate of Incorporation
 - xi. Sealed and signed/ digitally signed, Blank copies **(WITHOUT PRICES)** of SOR mentioning **“QUOTED”** for all the items of the SOR.

Bidder should explicitly note that no prices are to be mentioned in the SOR here & only needs to write "QUOTED".

b) As part of Second Envelope

- i. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the TCIL portal, shall be duly filled. "Termed as **ELECTRONIC FORM**"
- ii. Main Price Bid comprising of Schedule of Rates (SOR) of the Price Schedule duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**".

SOR is the Price quoted by the bidder as the Trading Margin as quoted by the Trading Licensee

Important Note **

Bidder has to quote their **Power Trading Margin in Rs. / kWh in the Schedule of Rates (SOR) as given in the Bidding document for Operations (for inter-State transactions or where scheduling of power is involved from SECI premises only) & Commercial (inter and Intra state transactions both)**

Maximum allowable trading margin to be considered for the price bid

- The maximum allowable Trading Margin for Inter-State transactions or where scheduling of power is involved from SECI premises shall be **Rs.0.009/kWh (i.e. Point Nine Paise/kWh)** of electricity traded. Trading margin should be inclusive of Goods and Service Tax (GST) and shall not exceed more than the **ceiling trading margin of Rs 0.009 per kWh**. The price bid with ceiling trading margin more than Rs.0.009/kWh shall not be considered.

4.3 Special Note on Security and Transparency of Bids

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

As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more

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

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

If any variation is noted between the price mentioned in the Electronic Form™ and the Main Bid (Refer Clause No. 5.2 B for the definitions of Electronic Form and Main Bid), the price mentioned in the Main Bid shall prevail.

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

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

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

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.

4.4 Other Instructions

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

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

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

4.5 SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above 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 users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)
5. 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 Price Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, Owner may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by Owner, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, as EMD shall be refunded. No request on this account shall be entertained by Owner.
6. Bids will be made 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'

4.6 NOTE:

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

5. Content of Bid

6.1 Un-Priced Bid

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

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

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

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

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

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

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

Note:

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

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

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

6.2 Price Bid

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

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

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

7 Submission of documents

Bidders are requested to upload small sized documents preferably (upto 20 MB) at a time to facilitate easy uploading into e-tender portal. Owner shall not be responsible in case of failure of the bidder to upload documents/ bids within specified time of tender submission.

8 Last date for submission of bids

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

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

9 Internet connectivity

If bidders are unable to access TCIL'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 band internet connectivity without Proxy settings is another option.

SECTION IV

EVALUATION CRITERIA

1. Bid evaluation

The bids, which are determined as substantially responsive, shall be evaluated by the SECI for technical compliance and then price aspects. The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical eligibility criteria as per clause 1.3 of Section III of this Tender Document. In case of any inconformity or query, SECI may seek clarifications so as to get the genuine queries addressed & resolved. SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder.

1.1 Techno-Commercial Evaluation:

Bidders will be evaluated on the basis of 'Eligibility Criteria' mentioned at clause 1.3 of Section III and acceptability of technical specifications of Trading Licensees for the support services for the facilitation of Trading of Power specified under Section II. Those bidders who qualify will only be considered for Price bids opening.

1.2 Price Bid Evaluation:

1.2.1 Bidder has to quote their Power Trading Margin/Service Charges in Rs. / kWh in the Schedule of Rates (SOR) as given in the Bidding document for Operations (for inter-State transactions or where scheduling of power is involved from SECI premises only) & Commercial (inter and Intra state transactions both)

1.2.2 For the purpose of understanding, Operations shall mean power scheduling and control room operations and management and Commercial shall mean billing, reconciliation, payments etc

1.2.3 Maximum allowable trading margin to be considered for the price bid

- The maximum allowable Trading Margin/Service charges for Inter-State transactions or where scheduling of power is involved from SECI premises shall be **Rs.0.009/kWh (i.e. Point Nine Paise/kWh)** of electricity traded. Trading margin should be inclusive of Goods and Service Tax (GST) and shall not exceed more than the **ceiling trading margin of Rs 0.009 per kWh**. The price bid with ceiling trading margin more than Rs.0.009/kWh shall not be considered.
- Prices shall be quoted in Indian Rupees upto Four places after decimal. Any figure quoted beyond the same will be ignored.
- The rates quoted by the bidder for the satisfactory performance of this contract, shall be inclusive of GST, royalties, rentals etc

2. Contract for support services for the facilitation of Trading of Power will be awarded to the bidder, whose Power Trading Margin/Service Charges in Rs. / kWh as per the Schedule of Rates (SOR), has been determined to be lowest evaluated offer after evaluating the Price Bids.
3. Goods & Service Tax (GST) applicable for both Centre and state and other levies [if any] payable by the Bidder under the Contract, or for any other cause, is included in the Power Trading Margin in Rs. / kWh as per Schedule of Rates (SOR).
4. Prices must be filled in the Schedule of Rates (SOR) format only. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the Bid is liable to be rejected.
5. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
6. Contractor is liable to pay all royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the Consultancy Staff supplied by the tenderer, overheads etc. including GST.

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

Contractor shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Contractor shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. Before releasing the payment to the Contractor, SECI shall ensure that the Contractor has complied with all the required statutory requirements under GST.

7. The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words.

8. Goods & Service Tax (GST)

- 8.1 Contractor shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Contractor shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. Before releasing the payment to the Contractor, SECI shall ensure that the Contractor has complied with all the required statutory requirements under GST. SECI shall not be responsible for any delay in payment release to the contractor in case the GST compliance is not fulfilled from the contractor side in any manner.

Contractor shall be responsible to comply with all the requirements of applicable provisions of GST. Contractor has to mandatorily get registered under GST at Central and relevant State(s). Contractor shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that

Owner is not able to take CENVAT benefit of the taxes due to fault of the Contractor, Owner shall be constrained to deduct the amount from the payments to be made to the Contractor or recover the same in any other manner

- 8.2 Bidders are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST is applicable.
- 8.3 The responsibility of payment of GST lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:
- (a) Name, Address & Registration No. of such Person/ Contractor
 - (b) Name & Address of the Person/ Contractor receiving Taxable Service
 - (c) Description, Classification & Value of Taxable Service provided
 - (d) GST Amount, if any.
 - (e) HSN code of the Goods/Services.

Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Owner.

- 8.4 In case CBIC (Central Board of Indirect Taxes) brings to the notice of Owner that the contractor has not remitted the amount towards GST collected from Owner to the government exchequer, then, that contractor may be debarred from bidding in future tenders of Owner for given period as per the sole discretion of Owner.
- 8.5 In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -
- a) Any increase in the rate of non-cenvatable GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the Owner.
 - b) The base date for the purpose of applying statutory variation shall be the date of techno-commercial bid opening.

9. SUCCESSFUL BIDDER(S) SELECTION

- 9.1 The Price Proposal as mentioned by SECI under would stand to be the final contract.
- 9.2 The Notification of Award (NOA) shall be issued to all such Successful Bidder(s) selected as per the provisions

SECTION V

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS & ABBREVIATIONS

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

Definition of Terms:

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

1.1.1 **AFFILIATE** shall mean a company that either directly or indirectly

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

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

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

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

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

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

1.1.6 **BIDDER** means Bidding Company or Trading Licensees or Service Provider submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns as the context may require.

1.1.7 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

1.1.8 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.

1.1.9 **CONTRACT** shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.

1.1.10 **CONTRACT DOCUMENTS** mean collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

1.1.11 **CONTRACTOR'S REPRESENTATIVE** means any person nominated by the Contractor and approved by the owner to perform the duties delegated by the Contractor.

- 1.1.12 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.13 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender.
- 1.1.14 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by the Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.1.15 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Allocation from which the Time for Completion shall be determined.
- 1.1.16 **FINANCIAL BID/PRICE BID** means the price quotation submitted by the bidder for the complete tender scope of work as per the format provided under Schedule of Rates (SOR)
- 1.1.17 **LANGUAGE FOR DRAWINGS AND INSTRUCTION** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language only.
- 1.1.18 **NOTICE IN WRITING OR WRITTEN NOTICE** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.19 **NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the owner notifying the Contractor that his bid has been accepted.
- 1.1.20 **OWNER** means here in the context of this Tender Document as Solar Energy Corporation of India Limited, New Delhi shall include the legal successors or permitted assigns of the Owner
- 1.1.21 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 1.1.22 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.1.23 **"SUCESFUL BIDDER/TRADING LICENSEE/CONTRACTOR"** shall mean the Bidder(s) selected by SECI pursuant to this Bid and also has issued letter of Award in his favour and shall also means the Power Trading Licensee as approved by CERC.
- 1.1.24 **TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.1.25 **TIME FOR COMPLETION** means the time within which Completion of the Facilities is to be attained in accordance with the specifications, as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) and "Taking Over" by the Owner is to be attained.
- 1.1.26 **WEEK** means a period of any consecutive seven days.

- 1.1.27 **WORK** shall mean and include all items and things to be supplied/ done and services and activities to be performed by the Contractor in pursuant to and in accordance with Tender/Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the Contract.
- 1.1.28 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.

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 case of reference only & shall not affect the interpretation of this agreement.

1. Application

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 only. 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. Use of Contract Documents and Information

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. Contract Period

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

The period of the Contract shall be 02 (Two) years from the date of Notification of Award (NOA). SECI may extend the contract beyond the original period for one more year based on it's the sole discretion subject to the satisfactory performance of the contractor. The Contractor Zero date shall start from the date of receipt & acceptance of NOA by the Contractor.

5. 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. All Prices are based on FOR destination basis delivered at Solar Energy Corporation of India Limited.

6. Payment Terms

6.1 The contractor request(s) for payment shall be made to SECI in writing, accompanied by a monthly invoice describing, as appropriate, and upon fulfilment of other obligations stipulated in the contract. The invoice shall only include the monthly inter-State transactions (in Rs) carried out by SPD from SECI premises.

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

6.3 Payments shall be released within a credit period of 45 days from the date of invoice submission by the SPD & against fulfilment of all obligations under the Contract.

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

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

7. Liquidated Damages (LD): Void

8. Assignment

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.

9. Default in Contracts obligation

9.1 In case of any default or delay in performing any of the contract obligation, SECI reserves the right to forfeit the Performance Security/recover the actual damages/loss from the successful bidder but in any case, total liability of the Successful Bidder under this contract shall not exceed total contract value/price.

9.2 In addition to above clause, SECI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part as following.

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

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

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

10 Discrepancies between instructions:

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.

11 Force Majeure

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.

12 Termination for Insolvency

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.

13 Termination for Convenience

SECI, by written 3 months' notice sent to the Contractor, 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.

14 Successful Bidder Integrity

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

15 Settlement of Disputes

15.1 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.

15.2 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 shall be finally settled by arbitration.

16 In case the Successful Bidder is a Public-Sector Enterprise or a Government Department

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.

17 In case the Successful Bidder is not a Public-Sector Enterprise or a Government Department.

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.

- 17.1 The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award
- 17.2 The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- 17.3 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.
- 17.4 The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 17.5 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 and a substitute shall be appointed in the same manner as the original arbitrator.
- 17.6 Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
- 17.7 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

18 Limitation of Liability

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.

19 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India. **Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.**

20 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.

21 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.

22 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.

23 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.

24 Statutory Acts

24.1 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.

24.2 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.

25 Bidder to Inform himself

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.

26 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 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.

27 Indemnity Damages and Insurance

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.

28 Other Conditions

a) Any deduction by SECI on the amount of bill due to any pending issue related to the bill period will be paid after receipt of written confirmation by the contractor that the pending issue has been satisfactory attended to. If the pending issue is not resolved till the subsequent bill is submitted, the same shall not be entertained and adjustments made from further payments of the contractor for which he will be responsible.

b) The contractor shall be liable for any breach, non-performance or delay in carrying out any obligation contained in the contract. In case a job is not attended within one week of reporting, it may be carried out through some other source at the risk and cost of the contractor, after issue of one written warning.

- c) If contractor or their employee shall damage or destroy any Computer and accessories, cable, electric lines etc. at SECI premises, the contractor shall make good the damages at their expenses or in default SECI can deduct the expense from any sums that may be due, or at any time thereafter become due to the contractor under the contract or otherwise.
- d) The SECI shall allow the contractor personnel full access to the hardware, and notify any potential safety or health hazards at the site. SECI would provide suitable working space, communication facilities and storage location for the software, documents and spares.
- e) The contract specifically excludes any damages due to theft, fire, riots, earthquake, floods, accidents etc.
- f) On successful completion of the work and handing over of the systems in perfect working condition to SECI, a Certificate of Completion shall be issued by the Engineer/SECI.
- g) Manuals and Recovery CD etc. if supplied by OEM should also be provided along with the product along with freebies.
- h) The deliverable report shall be either on paper or via email as convenient. Either review or time stamped messages shall authenticate validity.

29 CORRUPT OR FRAUDULENT PRACTICES

SECI requires that Successful Bidder/ Contractors should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, the SECI:

29.1 defines, for the purposes of this provision, the terms set forth as follows

29.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bid process or in contract execution; and

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

29.4 will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a GOVT 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 SECI Tender

30 DEBARRED FROM PARTICIPATING IN SECI'S TENDER

SECI reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the Tender Document, such Bidder may be debarred from participating in SECI's any future tender for a period as decided by the competent authority of SECI.

SECTION VI

FORMS & FORMATS

Format-I

Covering Letter

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

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company)

Tel. #:

Fax #:

E-mail address#

To

**Solar Energy Corporation of India Limited
1st Floor, D-3, Wing A, Prius Platinum Building,
District Centre, Saket, New Delhi – 17**

Sub: Response to Tender Document No-----dated ----- for Tender document from the Trading licensees for the Support Services for the purpose of facilitation of Trading of Power at Solar Energy Corporation of India Limited.

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the Tender Document hereby submit our response to Tender Document. We confirm that in response to the aforesaid Tender Document, we including have not submitted more than one response to Tender Document including this response to Tender Document. We are submitting application for Supply and Installation of Desktop Computers, laptops, Printers, Pen Drives & Spiral Binding Machine at SECI.

1. We give our unconditional acceptance to the Tender Document, dated [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Tender Document, the same have been initialled by us and enclosed with the response to Tender Document.
2. We have enclosed Bid Processing Fee of Rs....., in the form of DD/ Pay Order no.....[*Insert DD/Pay Order number*] dated [*Insert date of DD/Pay Order*].
3. We have enclosed EMD of Rs....., in the form of DD/ Pay Order no.....[*Insert DD/Pay Order number*] dated [*Insert date of DD/Pay Order*].

4. We have submitted our response to Tender Document strictly as per Section VI (Forms & Formats) of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
6. Familiarity with Relevant Indian Laws & Regulations:
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Bidder.
7. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
8. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from SECI.
9. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.
10. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
11. We confirm that all the terms and conditions of our Bid are valid up to **11/06/2018** (or accordingly the date if the tender opening date is extended) (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred and eighty days (180) days from the date of opening of tender).

12. Contact Person

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

Name :
Designation:
Company :
Address :
Phone Nos.:
Mobile Nos.:
Fax Nos. :
E-mail address :

**Notice Inviting Tender from Trading Licensees for the support services for the facilitation of
Trading of Power**



13. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

Format-II

GENERAL PARTICULARS OF THE BIDDER

Name of the Company/Bidder	
Registered Office Address in case of Company	
Address of the Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the Bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Reference of any document information attached by the Bidder other than specified in the Tender Document	
Bank Details (Name, Account No, IFSC Code)	
Whether the Vendor is registered/ Likely to be registered under GST	<p>Yes No</p> <p>If Yes, then customer will be treated as registered customer & he will have to provide further details as stated on the below left hand side</p>
GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

Format-III

FORMAT FOR PERFORMANCE SECURITY BANK GAURANTEE

(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 Bidder') submitting the response to Bid inter alia for "the Tender document from the Trading licensees for the Support Services for the purpose of facilitation of Trading of Power at Solar Energy Corporation of India Limited (SECI)" in response to the Tender dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of[insert 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 up to 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

**Notice Inviting Tender from Trading Licensees for the support services for the facilitation of
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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.
3. **Bank Contact Details & E Mail ID is to be provided**

Format-IV

FORMAT FOR EARNEST MONEY DEPOSIT

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

Ref. _____

Bank Guarantee No. _____

Date: _____

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

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

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

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this

**Notice Inviting Tender from Trading Licensees for the support services for the facilitation of
Trading of Power**



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 this NIT] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Bank Contact Details & E Mail ID is to be provided

Format VIII

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY CORPORATION OF INDIA LIMITED

SUB:

TENDER NO:

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

FORMAT -IX

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

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

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

(Signature of vendor/customer)

Format-X

POWER OF ATTORNEY

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

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

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

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

Signed by the within named

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

through the hand of

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

Dated this day of

Notice Inviting Tender from Trading Licensees for the support services for the facilitation of
Trading of Power



Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.

(Signature)

Name.....

Designation

2.

(Signature)

Name.....

Designation

Notes:

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

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

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

Format-XI

List of Banks

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	1. IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Indore	1. Bank of America NA
	2. Bank of Tokyo Mitsubishi UFJ Ltd.
	3. BNP Paribas
	4. Calyon Bank
	5. Citi Bank N.A.
	6. Deutsche Bank A.G
NATIONALISED BANKS	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	4. SCHEDULED PRIVATE BANKS
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.

**Notice Inviting Tender from Trading Licensees for the support services for the facilitation of
Trading of Power**



13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	10. RBL
19. Bank of Baroda	11. IDFC

SCHEDULE OF RATES (SOR)/ PRICE SCHEDULE (PS)/ FORMAT FOR PRICE BID					
Notice Inviting Tender From Trading licensees for the Support Services for the purpose of facilitation of Trading of Power at Solar Energy Corporation of India Limited					
Sl. No.	Description	Unit	Basic Price (Rs)	GST %	Total Trading Margin/Service Charges inclusive of GST (in Rs. /kWh) [Price upto 4 digit after decimal only]
1	Trading Margin/Service Charges for inter-state transactions or where power scheduling from SECI be involved.	Per Kwh			
	Amount in figures				
	Total Amount in Words				

NOTES

1	Bidder has to quote their Power Trading Margin in Rs. / kWh in the Schedule of Rates (SOR) as given in the Bidding document for Operations (for inter-State transactions or where scheduling of power is involved from SECI premises only) & Commercial (inter and Intra state transactions both)
2	For the purpose of understanding, Operations shall mean power scheduling and control room operations and management and Commercial shall mean billing, reconciliation, payments etc
3	The maximum allowable Trading Margin for Inter-State transactions or where scheduling of power is involved from SECI premises shall be Rs.0.009/kWh (i.e. Point Nine Paisa/kWh) of electricity traded. Trading margin should be inclusive of Goods and Service Tax (GST) and shall not exceed more than the ceiling trading margin of Rs 0.009 per kWh. The price bid with ceiling trading margin more than Rs.0.009/kWh shall not be considered.
4	Prices shall be quoted in Indian Rupees upto Four places after decimal. Any figure quoted beyond the same will be ignored.
5	Goods & Service Tax (GST) applicable for both Centre and state and other levies [if any] payable by the Bidder under the Contract, or for any other cause, is included in the Power Trading Margin in Rs. / kWh as per Schedule of Rates (SOR).
6	Bidder has to quote the required Trading Margin/Service Charges considering a minimum Manpower requirement of 01 person/Shift/Scheme for operation of control room & same manpower requirement shall be applicable for commercial as well to carry out the defined Scope of Work as laid down in the Tender document. However, the Manpower count is tentative only which may vary based on actual scope and the nature of Manpower required for a particular Project/Trading job. Clarification of the scheme may be given during or after award of work. Bidders to note that the control, Room shall be operational for 365 days on 24 hourly basis, in which the shift duration shall be 08 hours only. Decision of SECI will be final & binding on the matter of Manpower requirement.