



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

D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre,
Saket, New Delhi - 110 017
Tel: 011 - 71989200, Fax: 011 - 71989243
E mail : contracts@seci.co.in

Notice Inviting Tender

For

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

at

Floor Plate-B, NBCC Building, Kidwai Nagar (East), New Delhi
110 023

Tender No. [SECI/C&P/NIT/CORP. OFFC CONST./112018](#)

Dated: 24/12/2018

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	Tender No <u>SECI/C&P/NIT/CORP. OFFC</u> <u>CONST./112018</u>	<u>Page 1 of 83</u>	<u>Signature of Bidder</u>
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TABLE OF CONTENTS

DESCRIPTION	PAGE NO.
SECTION - I : Definitions of Terms	4 - 6
SECTION - II : Invitation for Bids (IFB)	7 - 14
SECTION - III : Instructions to Bidders (ITB)	15 - 42
SECTION - IV : Qualifying Requirements (QR)	43 - 47
SECTION - V : Sample Forms & Formats for Bid Submission	48 - 71
SECTION - VI : Technical Parameters/ Specifications	Annexed Separately
SECTION - VII : Schedule of Rates (SOR)/ Price Schedule (PS)	Annexed Separately
ANNEXURE - A : Tender Drawings	Annexed Separately
ANNEXURE - B : Check List for Bank Guarantees	72
ANNEXURE - C : List of Banks	73 - 75
ANNEXURE - D : Special Instructions to Bidders for e-Tendering	76 - 80
ANNEXURE - E : Procedures, Terms & Conditions of Reverse Auction	81 - 83

DISCLAIMER

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

Place: New Delhi

Date: 24/12/2018



SECTION - I

DEFINITIONS OF TERMS

- 1.1 **“BIDDER”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require;
- 1.2 **“BIDDING CONSORTIUM”** or **“CONSORTIUM”** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this NIT under a Consortium Agreement;
- 1.3 **“CHARTERED ACCOUNTANT”** shall mean 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.
- 1.4 **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
- 1.5 **“CONSULTANT”** shall mean the individual or firm or company, undertaken the consultancy services for Interior cum Fitout Work of Corporate Office Complex of SECI at NBCC Building, Kidwai Nagar (East), New Delhi and shall include legal representatives of such individual or persons comprising such firm or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company;
- 1.6 **“CONTRACTOR”** shall mean the individual or firm or company, undertaking the construction activities under this NIT and shall include legal representatives of such individual or persons comprising such firm or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company;
- 1.7 **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;
- 1.8 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
- 1.9 **“DAY”** shall mean calendar day;
- 1.10 **“DATE OF CONTRACT”** or **“EFFECTIVE DATE”** shall mean the date of issuance of Notification of Award (NOA)/ Letter of Award (LOA)/ Letter of Intent (LOI) by Employer/ Owner;
- 1.11 **“EMPLOYER”** or **“OWNER”** Shall mean the Solar Energy Corporation of India Ltd. (SECI), a Company incorporated in India under the Company's Act 2013 having its Registered Office at D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi- 110 017 and shall include its legal representatives, successors and permitted assigns;
- 1.12 **“ENGINEER IN CHARGE (EIC)”** or **“PROJECT MANAGER”** Shall mean the Engineer/ Officer appointed by SECI or their duly authorized representatives to act in all matters to the Contract on behalf of the OWNER. The EIC or Project Manager shall further provide to the Consultant, suitable direction, supervision, inspection, scrutiny and approval of some or all the services rendered by the Consultant under the Contract and be incharge of the Services for purposes of this Contract.
- 1.13 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013;

- 1.14 **“LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.
- 1.15 **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
- 1.16 **“MEMBER IN A BIDDING CONSORTIUM” or “MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
- 1.17 **“MONTH”** shall mean calendar month;
- 1.18 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the company Act, 2013;
- 1.19 **“NIT DOCUMENT”** shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide NIT no. SECI/C&P/NIT/CORP. OFFC CONST./112018 dated: 24.12.2018;
- 1.20 **“NOTIFICATION OF AWARD (NOA)” or “LETTER OF AWARD (LOA)” or “LETTER OF INTENT (LOI)”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the work;
- 1.21 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.22 **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- 1.23 **“PRICE”** shall mean the price quoted by each bidder in the proposal for the complete scope of services;
- 1.24 **“SECI”** shall mean Solar Energy Corporation of India Limited;
- 1.25 **“SCHEDULED CCOMPLETION DATE” or “SCD”** shall be the date as on 04 (Four) Months from the Effective Date. *For example, if the Effective Date is 31-01-2019, the SCD shall be 30-05-2019;*
- 1.26 **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this NIT to execute the construction activities as per the terms of NIT;
- 1.27 **“SUPPLIER”** shall mean the individual or firm or company, undertaking the supply and installation activities under a separate NIT and shall include legal representatives of such individual or persons comprising such firm or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company;
- 1.28 **“THE SITE”** shall mean the land(s), places identified by the OWNER, in the accompanying Technical Specification;
- 1.29 **“TOE”** shall mean Tender Opening Event.
- 1.30 **“ULTIMATE PARENT”** shall mean a Company, which owns not less than 52% (Fifty One Percent) equity either directly or indirectly in the Parent and Affiliates;
- 1.31 **“WEEK”** shall mean calendar week;



SECTION - II

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

INTERIOR CUM FIT-OUT WORK OF CORPORATE OFFICE COMPLEX OF SOLAR ENERGY CORPORATION OF INDIA LIMITED (SECI) AT FLOOR PLATE-B, NBCC BUILDING, KIDWAI NAGAR (EAST), NEW DELHI - 110 023

(SINGLE STAGE TWO ENVELOPE BIDDING FOLLOWED BY e-RA)

Under e-Tendering

- 1.0 Solar Energy Corporation of India Limited (A Govt. of India Enterprise) incorporated under Companies Act, 2013 (hereinafter referred to as "SECI"/ "OWNER"/ "PURCHASER"/ EMPLOYER") 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 National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 2.0 SECI is having its registered office at D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017.
- 3.0 SECI has purchased office space at Block-II and Block-IV, Floor Plate-B in NBCC Building, Kidwai Nagar (East), New Delhi - 110 023. The project is on completion stage and expected to get possession soon.
- 4.0 M/s ARGROUP Design Studio, a Proprietorship Firm (hereinafter referred to as "CONSULTANT") has been engaged by the Employer/ Owner for carrying out the architectural and design cum engineering services including supervision of execution related to interior cum fit-out works of the proposed corporate office complex at Block-II and Block-IV, Floor Plate-B in NBCC Building, Kidwai Nagar (East), New Delhi - 110 023.
- 5.0 Employer, therefore invites bids from eligible bidders for the following package on Domestic Competitive Bidding basis under secured e-Tendering procedure for carrying out the interior cum fit-out works of Corporate Office Complex of SECI

Sr. No.	Description
01	Interior cum Fit Out Work of Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi

- 6.0 This Invitation for Bids extended through media, website or written communication or by any other means and issuance of bidding documents below shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended and/ or bidding documents have been issued is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of bidding documents.
- 7.0 The complete Bidding Documents are available at TCIL portal <https://www.tcil-india-electronicstender.com> as well as on SECI's website <http://www.seci.co.in>. Interested

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	Tender No SECI/C&P/NIT/CORP. OFFC CONST./112018	Page 8 of 83	Signature of Bidder
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bidders shall download the Bidding Documents from the portal <https://www.tcil-india-electronictender.com> as per the provisions available therein.

- 8.0 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 on the Bid Information Sheet. All required documents and formalities for registering on TCIL are mentioned in the subsequent bidding documents.

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

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 Employer in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

- 9.0 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 Employer for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.**

In the event of not opening of the bid with the pass-phrase provided by the bidder, Employer 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, Employer 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.

- 10.0 A Single Stage Two Envelope Bidding Procedure followed by e-Reverse Auction will be adopted as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the Employer and the Bidder/ Contractor shall be governed by the Bidding Documents/ Contract signed between the Employer and the Contractor for the package.

- 11.0 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

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	Tender No SECI/C&P/NIT/CORP. OFFC CONST./112018	Page 9 of 83	Signature of Bidder
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the Bid Information Sheet.

- 12.0 Bidder shall submit bid proposal along with non-refundable Tender Processing Fees, 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 Fees 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.**
- 13.0 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.**
- 14.0 The detailed scope of work includes :
- 14.1 Complete Interior cum Fit out Work of Corporate Office Complex of Solar Energy Corporation of India Limited located at Block-II and Block-IV, Floor Plate-B in NBCC Building, Kidwai Nagar (East), New Delhi - 110 023.
- The above scope of work is indicative and the detailed scope of work is given in the Scope of Work and Technical Specification (Section - VII) of the Tender Documents.
- 15.0 In case a Tender provides provision for multiple bids by a common bidder, then separate EMD(s) and Tender Processing Fees shall be furnished for all the bids as listed out in the Tender along with the response to Tender. Kindly refer the Clause of Bid Information Sheet for details. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of Employer (offline) whose mailing address is mentioned in the Bid Information Sheet.
- 16.0 For multiple packages, separate Performance Securities shall be furnished against each package being executed under this Tender (*indicating the list of Packages as per Tender where project(s) are to be executed*) by the successful bidder after issuance of Notification of Award (NOA)/ Letter of Intent (LOI)/ Letter of Allocation (LOA) by Employer/ Owner.
- 17.0 The detailed Qualifying Requirements (QR) are given in the Annexure to BDS.
- 18.0 The Employer shall conduct e-Reverse Auction (e-RA), if required or as per provisions of Tender documents.

- 19.0 ***Employer/ Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any 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.

BID INFORMATION SHEET

The brief details of the tender are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Tender for the Interior cum Fit Out Work of Corporate Office Complex of Solar Energy Corporation of India Limited					
(B)	TENDER NO. & DATE	SECI/C&P/NIT/CORP. OFFC CONST./112018 dated 24/12/2018					
(C)	MULTIPLE BIDDING SYSTEM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">ALLOWED</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> <tr> <td style="text-align: center;">NOT ALLOWED</td> <td style="text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td> </tr> </table>		ALLOWED	<input style="width: 80%;" type="text"/>	NOT ALLOWED	<input style="width: 80%;" type="text" value="Yes"/>
ALLOWED	<input style="width: 80%;" type="text"/>						
NOT ALLOWED	<input style="width: 80%;" type="text" value="Yes"/>						
(D)	TYPE OF TENDER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">E-TENDER</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> </table>		E-TENDER	<input style="width: 80%;" type="text" value="Yes"/>	MANUAL	<input style="width: 80%;" type="text"/>
E-TENDER	<input style="width: 80%;" type="text" value="Yes"/>						
MANUAL	<input style="width: 80%;" type="text"/>						
(E)	COMPLETION/ CONTRACT PERIOD	04 (Four) Months from the date of issuance of Notification of Award (NoA)					
(F)	TENDER PROCESSING FEE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> </table> <p>Amount: INR 25,000/- (Indian Rupees Twenty Five Thousand Only) including taxes (GST @ 18%)</p>		APPLICABLE	<input style="width: 80%;" type="text" value="Yes"/>	NOT APPLICABLE	<input style="width: 80%;" type="text"/>
APPLICABLE	<input style="width: 80%;" type="text" value="Yes"/>						
NOT APPLICABLE	<input style="width: 80%;" type="text"/>						
(G)	EARNEST MONEY DEPOSIT (EMD)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> </table> <p>Amount: INR 3,800,000/- (Indian Rupees Thirty Eight Lacs Only)</p>		APPLICABLE	<input style="width: 80%;" type="text" value="Yes"/>	NOT APPLICABLE	<input style="width: 80%;" type="text"/>
APPLICABLE	<input style="width: 80%;" type="text" value="Yes"/>						
NOT APPLICABLE	<input style="width: 80%;" type="text"/>						

(H)	CONTRACT PERFORMANCE SECURITY	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>1500 HRS (IST) on 08/01/2019 at</p> <p>Solar Energy Corporation of India Limited D-3, 1st Floor, Wing A, Prius Platinum Building District Centre, Saket, New Delhi - 110 017</p> <p>Kind Attn.: GM (C&P) / Manager (C&P)</p> <p>Telephone Nos.: - 0091-(0)11-71989256/ 71989294 Fax No.: - 0091-(0)11-71989243 E-mail: - contracts@seci.co.in</p>	
(J)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	21/01/2019 up to 1800 HRS	
(K)	OFFLINE & ONLINE BID OPENING	22/01/2019, 1100 HRS onwards	
(L)	FINANCIAL BID OPENING	To be intimated subsequent to the shortlisting of Techno Commercial Bids	
(M)	e-REVERSE AUCTION	To be intimated subsequent to the shortlisting of Bids	
(N)	CONTACT DETAILS OF EMPLOYER/ OWNER	<p>Sh. Sanjay Sharma General Manager (C&P) OR Sh. Manas Ranjan Mishra Manager (C&P) Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Religare Building, District Centre, Saket, New Delhi - 110 017 E mail: contracts@seci.co.in Phone: 011-71989200/ 71989256/ 71989294</p>	
(O)	CONTACT DETAILS OF CONSULTANT	<p>Sh. Rajesh Dhingra Principal Architect OR Sh. Shorabh ARGROUP Design Studio C - 48, LGF Kalkaji, New Delhi - 110 019</p>	

		E mail: contract@argroupdesign.in Phone: 011-43020142/ 43020113
(P)	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

- 1.0 Bids must be submitted strictly in accordance with Clause no. 11 of ITB depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the Tender document.
- 2.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/ exceptions.
- 3.0 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.
- 4.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 5.0 NOA/ LOI/ LOA for LSTK (Lump Sum Turn Key)/ EPC (Engineering, Procurement & Commissioning) job shall be issued to successful bidder(s). The NOA/ LOI/ LOA for LSTK/ EPC job shall be awarded in following respective parts as mentioned briefly below: -
 - (i) **First Contract:** For Supply and delivery at site of all Equipments and Materials including mandatory spares/ tools and any other supplies specified in the Contract Documents.
 - (ii) **Second Contract:** For providing all services i.e. Transportation, Loading, Unloading, Insurance, Storage and Handling at Site, Civil Works, Erection, Installation, Testing and Commissioning in respect of all the Equipments and Materials supplied under the "First Contract" and any other services specified in the Contract Documents.

Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.
- 6.0 However, the above-mentioned contract award methodology may be modified/ changed based on specific project requirements and upon sole discretion of Employer/ Owner.



SECTION - III

INSTRUCTIONS TO BIDDERS (ITB)

Preamble

This part (Section - III) of the NIT documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission and uploading the bid on portal <https://www.tcil-india-electronictender.com>, bid opening, evaluation and on contract award. This Section (Section - III) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in NIT and that are specific to each procurement, states otherwise.

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

Further in all matters arising out of the provisions of this Section - III and the NIT documents, the laws of the Union of India shall be the governing laws and courts of New Delhi shall have exclusive jurisdiction.

1 OBTAINING NIT DOCUMENTS

The NIT document can be downloaded from the website of TCIL (Telecommunication Consultants India Limited) <https://www.tcil-india-electronictender.com>. A copy of the same is also available at www.seci.co.in and <https://eprocure.gov.in/cppp/>.

Note: Interested bidders have to download the official copy of NIT & other documents after login into the TCIL website by using the Login ID & Password provided by TCIL during registration (Refer Annexure - D). The bidder shall only be eligible to submit/ upload the bid document only after logging into the TCIL portal and downloading the official copy of NIT.

2 COST OF BIDDING AND BID PROCESSING FEES

- 2.1 The bidder shall bear all costs associated with the preparation and submission of the bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Employer/ Owner will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 2.2 Prospective Bidders interested to participate in the bidding process are required to submit their proposals in response to this NIT document along with a non-refundable Bid Processing Fee as mentioned in the Bid Information Sheet attached under Section - II (Invitation for Bids, IFB). In case the Bidder chooses to submit the amounts pertaining to Bid Processing Fee through NEFT/ RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the Offline bid submission. The bank details of SECI for electronic transfer of fund and/ or issuance of BG is mentioned in Annexure-C of RfS. **The bids submitted without Bid Processing Fee and/ or Earnest Money Deposit (EMD), shall not be considered for the bidding and such bids shall not be opened online by SECI**
- 2.3 **The Bid Processing Fee is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/ DIC Categories only.**
- 2.4 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 Employer and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Employer/ Owner.
- 2.5 In the event of the particular NIT being cancelled, the bid processing fee will be refunded to the concerned bidders without any interest charge within 30 days from the date of notification of cancellation of NIT. No plea in this regard shall be entertained by the Employer/ Owner.

3 PROJECT LOCATIONS

- 3.1 The proposed sites are located at Block-II and Block-IV, Floor Plate-B in NBCC Building, Kidwai Nagar (East), New Delhi-110023. The details are mentioned below: -
 - 3.1.1 Block-II, 6th Floor (Allotted Built-up Space 37095 Sq. Feet/ Useable 26000 Sq. Feet)
 - 3.1.2 Block-IV, 1st Floor (Allotted Built-up Space 15181 Sq. Feet/ Useable 9000 Sq. Feet)

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	<u>Tender No</u> SECI/C&P/NIT/CORP. OFFC CONST./112018	<u>Page 17 of 83</u>	<u>Signature of Bidder</u>
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- 3.2 The Technical Specifications including Tender Specific Drawings of both the floors are annexed at Annexure-A of NIT document.
- 3.3 The bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the required job. The costs of visiting the site shall be borne by the bidder.
- 3.4 The bidder or any of its personnel or agents shall be granted permission by the Employer/ Owner to enter upon its premises for the purpose of such visits, but only upon the express conditions that the bidder, its personnel and agents will release and indemnify the Employer/ Owner/ Consultant and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 3.5 The bidder shall not be entitled to hold any claim against Employer/ Owner/ Consultant for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

4 **PACKAGE SCOPE**

Under this NIT, the contractor shall be fully responsible for design, engineering, testing (if applicable as per relevant standards), insuring, packing, loading, forwarding, transportation, unloading, supply on FOR destination site, storage and installation & commissioning of the supplied items and complete interior cum fitout work for proposed corporate office complex of Employer/ Owner, as detailed in technical specifications, Section-VI of NIT documents. The contractor shall supply and install all the equipments/ materials to the satisfaction of Employer/ Owner/ Consultant in line with provisions of the NIT documents.

The contractor shall deploy a stable task force of well qualified and experiences executives (engineers/ supervisors) and workers for this work. The manpower proposed to be deployed for this work shall be guaranteed by contractor in his offer discipline wise and category wise (for engineers/ supervisors and workers) required for completion of services included under the scope of the specification.

The contractor shall depute an executive to act as full-time overall coordinator and focal point for all interactions with SECI throughout the period of assignment. The bio-data of the engineering personnel proposed to be included in the task force should be enclosed with the proposal.

The detailed scope of work and technical parameters are mentioned in Section-VI of NIT document.

The Employer/ Owner reserves the right to increase/ decrease the quantity and scope of work without changing the unit price through out the assignment period including the warranty period upto a ceiling of +/- 50% of the overall Contract Value depending upon the requirement.

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	Tender No SECI/C&P/NIT/CORP. OFFC CONST./112018	Page 18 of 83	Signature of Bidder
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5 **EARNEST MONEY DEPOSIT (EMD)**

- 5.1 Earnest Money Deposit (EMD) of INR 3,800,000/- (Indian Rupees Thirty Eight Lacs Only) in the form of Bank Guarantee according to Format 5.3A and valid for 06 (Six) months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid may be summarily rejected. SECI may seek extension in validity of submitted EMD prior to its expiry and the bidder(s) shall extend the validity suitably. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company.
- 5.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C to NIT. In addition to the banks listed at Annexure-C to RfS, the bidder can furnish the Bank Guarantees towards EMD issued by any Scheduled Commercial Bank as per RBI. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-C is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). The bank details of SECI for electronic transfer of fund and/ or issuance of BG is mentioned in Annexure-C of RfS.
- 5.3 **The Earnest Money Deposit (EMD) is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/ DIC Categories only.**

6 **PERFORMANCE BANK GUARANTEE (PBG) AND ADVANCE BANK GUARANTEE (ABG)**

- 6.1 Bidder/ Contractor selected by SECI based on this NIT shall submit Performance Guarantee for a value equivalent to 10% of the total contract value within 30 days of issuance of Notification of Award (NOA). It may be noted that successful bidders shall submit the Performance Guarantee according to the Format 5.3B with an initial validity period of 09 (Nine) months from the effective date of the issuance of NOA. The PBG shall be kept valid upto the date of final acceptance and shall be renewed by the successful bidder upon request by Employer/ Owner. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by the Employer to the successful Bidder. Non-submission of PBG within the above timelines shall be treated as follows:
- Delay upto 01 (One) Month from due date of submission of PBG: Delay charges @ 1% of the PBG amount per month levied on per day basis shall be paid by the Bidder to Employer in addition to the PBG amount. The delay charges of 1% indicated above is exclusive of applicable taxes. Applicable taxes shall be paid extra by the successful bidder in addition to the delay charges.
 - Delay beyond 01 (One) Month from the due date of submission of PBG: The BG against EMD submitted by the Bidder shall be encashed by Employer and the Package shall stand terminated.

For the purpose of calculation of the above delay charges, 'Month' shall be considered as a period of 30 days.

- 6.2 Bidder/ Contractor selected by SECI based on this NIT can opt for Interest bearing adjustable initial advance (OPTIONAL) of 10% of the Contract Value. If the contractor opts for the same, an unconditional & irrevocable Bank Guarantee shall be submitted for a value equivalent to 110% of total advance amount within 30 days of issuance of Notification of Award (NOA). It may be noted that successful bidders shall submit the Advance Bank Guarantee (ABG) according to the Format 5.3B with an initial validity period of 09 (Nine) months from the effective date of the issuance of NOA. The ABG shall be kept valid upto the date of final

acceptance and shall be renewed by the successful bidder upon request by Employer/ Owner.

- 6.3 The contractor shall furnish the Bank Guarantees (BGs) from any of the Banks listed at Annexure-C of NIT documents to SECI. In addition to the banks listed at Annexure-C to RfS, the contractor can furnish the Bank Guarantees issued by any Scheduled Commercial Bank as per RBI. Bank Guarantees (BGs) issued by foreign branch of a bank from bank list given in Annexure-C of NIT documents is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).
- 6.4 The format of the Bank Guarantees prescribed in the Formats 5.3 A (EMD), 5.3 B (PBG) and 5.3 C (ABG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/ PBG and consequently, the bid.
- 6.5 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 6.6 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- 6.7 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- 6.8 After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 30 (Thirty) days after the issuance of NOA. The ABG and PBG of successful bidder/ contractor shall be returned to them, immediately after successful completion of the entire execution work and final acceptance by Employer, after taking into account any liquidated damages due to delays in completion as per Clause No. 8.b, Section-III, Instructions to Bidders (ITB) of NIT documents.

7 FORFEITURE OF EMD

The BG towards EMD shall be encashed by Employer in following cases

- 7.1 If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- 7.2 In case, SECI issues NOA/ LOA/ LOI the Selected Bidder and if the Selected Bidder does not submit acceptance within the stipulated time period;
- 7.3 If after issuance of NOA/ LOA/ LOI, it is found that the documents furnished by the bidders as part of response to NIT are misleading or misrepresented in any way;
- 7.4 If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause No. 6, Section-III, Instructions to Bidders (ITB) of NIT documents;
- 7.5 If the bidder fails to accept 'arithmetical corrections' as per provision of the Clause No. 29 of Section-III, Instructions to Bidders (ITB);

8 SCHEDULED COMPLETION DATE (SCD)

The entire scope of the work under this NIT shall be completed by the supplier within **04 (Four) Months** from the date of issuance of Notification of Award (NOA)/ Letter of Award (LOA)/ Letter of Intent (LOI). The Employer reserves the right to request for a change in the Time Schedule.

8.a PART COMPLETION

There shall be no Part Completion allowed for this Package.

8.b LIQUIDATED DAMAGE FOR DELAY IN COMMISSIONING

The work shall be completed within 04 (Four) Months of the effective date of the NOA/ LOA/ LOI (for e.g. if effective date of the NOA is 31.01.2019, then scheduled Completion date shall be 30.05.2019). In this regard, a duly constituted committee will inspect and certify successful completion of the Package.

Subject to Force Majeure Clause, if the Contractor fails to comply with the Time for Completion in accordance with the tender terms and conditions for the whole of the facilities, then the Contractor shall pay to the Employer/ Owner a sum equivalent to 0.5% (Zero Point Five Percent) of the Contract Price for the whole of the facilities, as liquidated damages for such default and not as a penalty, without prejudice to the Employer's/ Owner's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Completion Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of 5% (Five Percent) of Contract Price for the whole of the facilities. The Employer/ Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor or from the available Performance Security.

8.c EARLY COMMISSIONING

The contractor shall be permitted for full completion of the Package even prior to the SCD. In case the entire work is completed prior to the SCD, Employer will not release any incentive/ bonus/ reward towards early completion.

9 FINAL ACCEPTANCE

Final Acceptance shall be the date on which the completion certificate is issued upon successful completion of the entire interior and fit-out work under the supervision of the consultant. The Employer shall issue a completion certificate to the supplier and the PBG shall be released promptly by the Employer.

10 STRUCTURING OF THE BID SELECTION PROCESS

- 10.1 "Single Stage, Double Envelope" bidding has been envisaged under this NIT. Bidders have to submit both Techno-Commercial Bid (Envelope-I) and Financial/ Price Bid (Envelope-II) together in response to this NIT online. The preparation of bid proposal has to be in the manner described in Clause No. 11, Section-III, Instructions to Bidders (ITB) of NIT documents.

11 **INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO NIT**

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to NIT.

Detailed Instructions to be followed by the bidders for online submission of response to NIT are stated at Annexure - D.

Submission of bid proposals by Bidders in response to NIT shall be in the manner described below:

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)}.**

The bidding envelope shall contain a sticker as described under Clause No. 20.2 of Section-III, Instructions to Bidders (ITB) of NIT documents.

- (a) Original Non-Refundable Bid Processing Fee as per clause no. 02 of ITB
- (b) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per Format 5.1
- (d) EMD in original as per Clause 05 of ITB as per Format 5.3A or as prescribed.
- (e) Shareholding Certificate (as per Format 5.9)
- (i) Power of Attorney for authorized signatory in non-judicial stamp paper (as per Format 5.8)
- (j) Copy of Board Resolution as per Format 5.4
- (k) Consortium/ JV Agreement as per Format 5.12
- (l) Power of Attorney for Consortium/ JV as per Format 5.13
- (m) 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)
- (n) Any Additional document as specified in Bidding Data Sheet (BDS).

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.

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	Tender No SECI/C&P/NIT/CORP. OFFC CONST./112018	Page 22 of 83	Signature of Bidder
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(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 (as detailed against clause no. 11.I) and Bid Form for first envelope.
- III. Certificate of Incorporation
- IV. 'Bidder's General Information', as per Format 5.2.
- V. 'No Deviation Confirmation', as per Format 5.5
- VI. 'Bidder's Declaration regarding Banning, Liquidation etc.', as per Format 5.6
- VII. E-Banking Format (as per Format 5.10)
- VIII. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- IX. Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format 5.7
- X. Document showing Financial Situation Information as sought in enclosed Format 5.7
- XI. NIT Document. (Only First and Last Pages of Original NIT Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to NIT Documents duly sealed and signed/ digitally signed by the Authorized Signatory).
- XII. Any Additional document as specified in NIT.

(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. Covering Letter as per Format 5.11
- III. Main Price Bid comprising of SOR of the Price Schedule (available in Section - VII, SOR), duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**".

Incase of any discrepancy between "ELECTRONIC FORM" and "MAIN BID", the information provided on "ELECTRONIC FORM" shall prevail and considered for the purpose of evaluation of financial bids.

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	Tender No SECI/C&P/NIT/CORP. OFFC CONST./112018	Page 23 of 83	Signature of Bidder
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12 SCHEDULE OF RATES (SOR)/ PRICE SCHEDULE (PS)/ BID PRICES

- 12.1 Unless stated otherwise in the NIT documents, the Contract shall be for the whole works as described in NIT documents, based on the Price quoted by the bidder and accepted by the Employer/ Owner. The prices quoted by the Bidders should be inclusive of all the taxes and duties but exclusive of Goods and Service Tax (GST), which shall be reimbursed as per prevailing rate of Govt. of India against submission of documentary evidences to the satisfaction of Employer/ Owner. All Goods & Service Tax (GST) components [applicable for both Centre and state] shall be payable by the contractor under the Contract.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]/ Price Schedule [PS]/ Bid Prices" enclosed as part of NIT documents under Section - VII. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, such bids may be rejected.
- 12.3 The price quoted should including the fee of all sub consultant required for completion of project.
- 12.4 Bidder shall quote for all the items of "SOR/ PS" after careful analysis of cost involved for the performance of the completed item considering all parts of the NIT document. In case any activity though specifically not covered in description of item under "SOR/ PS" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards or any other part of NIT document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.5 Price 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.
- 12.6 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. In case of any discrepancy, the same shall be dealt as per Clause No. 29 of Section-III, Instructions to Bidders (ITB).
- 12.7 **Bidder need to submit the summary along with detailed break-up of all the items/ components/ services and applicable taxes in the SOR formats viz SOR-1 & SOR-2 enclosed under Section-VII of Tender Documents. This data is required to ascertain the**
- Computation of taxes assumed at the time of bidding.**
 - The total impact due to revision in applicable tax rate or introduction of new tax, if any.**
- Bidders are required to ascertain the correctness of amount related to taxes as mentioned in the SOR/ PS as on the date of techno-commercial bid opening as it will impact the Price assessment part at the time of evaluation of price bid.**
- 12.8 The bidder has to quote 02 separate Price Schedules i.e. SOR-1 and SOR-2. SOR-1 is further comprising of detailed break-up of items i.e. SOR-1A to SOR-1I whereas SOR-2 is further comprising of detailed break-up of items i.e. SOR-2A to SOR-2S.

The bidder has to quote all the line items indicated on both SOR-1 (SOR-1A to SOR-1I including the Summary Sheet) and SOR-2 (SOR-2A to SOR-2S including the Summary Sheet). **The bidder has to mandatorily quote the price of those items as well against which the total quantity mentioned as 0 (Zero).** Incase any of the line item(s) of any SOR has/ have not been quoted by the bidder, then the total prices quoted in that corresponding SOR shall deemed to be inclusive of cost incurred for such line item(s). No additional payment shall be made in this regard.

- 12.9 Any other consultant(s) associated with the project directly by Employer/ Owner or NBCC shall make visit as and when required in consultation with Employer/ Owner for quality inspection and monitoring of specific activity associated with their stream, failing which suitable deduction will be made.
- 12.10 If the project is not taken up due to some or other reason(s) the contractor will be paid upto the stage(s) accomplished on the actual estimated cost of project or price discovered through competitive bidding whichever is lesser.
- 12.11 In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract (i.e. upto the Scheduled Completion Date including any extension of time as granted by the Employer/ Owner), 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 tax price equivalent to the amount mentioned under SOR/ PS of the bidder.

13 **GOODS & SERVICE TAX (GST)**

The contractor shall mandatorily obtain the registration under GST Law at Central level and/ or in respective State as may be required. Further, the 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, Employer/ Owner shall ensure that the contractor has complied with all the required statutory requirements under GST. Employer/ Owner shall not be responsible for any delay in payment release to the contractor in case the GST compliance is not fulfilled from the contractor side in any manner.

The 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 Employer/ Owner is not able to take Input Tax Credit (ITC)/ CENVAT benefit of the taxes due to fault of the contractor, Employer/ 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.

- 13.1 Bidders are required to submit a copy of the GST Registration Certificate while submitting the bids.

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	<u>Tender No</u> <u>SECI/C&P/NIT/CORP. OFFC</u> <u>CONST./112018</u>	<u>Page 25 of 83</u>	<u>Signature of Bidder</u>
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13.2 The responsibility of payment of GST lies with the contractor only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:

- (a) Name, Address & Registration No. of such Person/ Contractor
- (b) Name & Address of the Employer/ Owner 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 contractor for claiming GST amount will be made provided the above formalities are fulfilled. Further, Employer/ Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Employer/ Owner.

13.3 In case CBIC (Central Board of Indirect Taxes) brings to the notice of Employer/ Owner that the contractor has not remitted the amount towards GST collected from Employer/ Owner to the government exchequer, then, that contractor may be debarred from bidding in future tenders of Employer/ Owner for given period as per the sole discretion of Employer/ Owner.

13.4 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 01 (One) Month 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 including the extension of time as granted by the Employer/ Owner shall be to contractor's account whereas any decrease in the rate shall be passed on to the Employer/ Owner.
- b) The base date for the purpose of applying statutory variation shall be the last date of submission of bids.

13.5 Where the Employer/ Owner is entitled to avail/ take the CENVAT credit of GST:

13.5.1 Owner/ Employer will reimburse the GST to the contractor at actuals against submission of cenvatable invoices issued in accordance with GST rules to enable Owner/ Employer to claim cenvat credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.

13.6 Where the Employer/ Owner is not entitled to avail/ take the CENVAT credit of GST:

13.6.1 Owner/ Employer will reimburse the GST to the contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

13.7 The contractor shall ensure timely submission of correct invoice(s) with all supporting document(s) within a period specified in NOA/ LOI/ LOA/ CA to enable Employer/ Owner to avail CENVAT credit, if applicable.

If CENVAT credit with respect to GST is not available to Employer/ Owner for any reason which is not attributable to Employer/ Owner, then Employer/ Owner shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) or shall be entitled to deduct/ setoff/ recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer/ Owner to the supplier.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees (INR) only.

15 BID VALIDITY PERIOD

15.1 Bids shall be kept valid for period of 05 (Five) months from the last date of submission of bids. A bid valid for a shorter period may be rejected by Employer/ Owner as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer/ Owner may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request without forfeiture of his 'EMD'. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its 'EMD' for the period of the extension and in accordance with Clause No. of 05, Section-III, Instructions to Bidders (ITB) of NIT documents in all respects.

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

16 **PRE-BID MEETING**

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

17 **FORMAT AND SIGNING OF BID**

- 17.1 The First and Last Pages of original NIT documents including amendments, clarifications if any shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature

18 **ZERO DEVIATION AND REJECTION CRITERIA**

- 18.1 **ZERO DEVIATION** : Deviation to terms and conditions of NIT documents may lead to rejection of bid. Employer/ Owner will accept bids based on terms & conditions of NIT documents only. Bidder may note Employer/ Owner will determine the substantial responsiveness of each bid to the NIT documents pursuant to provision contained in Clause No. 28 of Section-III, Instructions to Bidders (ITB). For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the NIT documents without deviations or reservations. Employer's/ Owner's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Employer/ Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.
- 18.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Eligibility Criteria including General, Technical and Financial Qualifying Requirements
 - (b) Firm Price
 - (c) Bid Processing Fees and Earnest Money Deposit

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	<u>Tender No</u> <u>SECI/C&P/NIT/CORP. OFFC</u> <u>CONST./112018</u>	<u>Page 28 of 83</u>	<u>Signature of Bidder</u>
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- (d) Tender Document Fees, 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.

19 **E-PAYMENT**

Employer/ Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form enclosed at Format 5.10 in Section-V, Sample Forms and Formats of the NIT documents.

The payment under the contract shall be released in following manner: -

For First Contract

1. Interest bearing adjustable initial advance (OPTIONAL) of 10% of the Contract Value shall be released upon receipt of unconditional acceptance of NOA, detailed proforma invoice of contractor, unconditional & irrevocable Bank Guarantee (Format 5.3C) with a validity period up to date of final acceptance in favor of "Solar Energy Corporation of India Limited, New Delhi" total amounting to 110% of total advance amount and unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Performance Bank Guarantee (PBG) with a validity period of 09 (Nine) months from the date of issuance of NOA.
2. Seventy percent (70%) payments shall be paid against supply, receipt and acceptance of materials at site on submission of documents (except Advance Bank Guarantee) indicated under clause 1 above, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Copies of Certificates to the effect of payments of State/ Central taxes, duties, levies etc, Certified copy of Insurance policy/ Insurance Certificate, Manufacturer's/ Contractor's guarantee certificate of Quality, submission of the certificate by SECI's authorized representative that the item(s) have been received in original. If the contractor has opted for advance then, Five percent (5%) of proportionate advance shall be adjusted while making payments of this installment. Also, up-to-date accrued interest shall be recovered.
3. Twenty percent (20%) payments shall be paid against successful installation/ erection, and commissioning of components/ materials/ equipments at site. The contractor need to submit the invoice along with installation certificate duly certified by the authorized representative of SECI towards claiming this payment. If the contractor has opted for advance then, Five percent (5%) of proportionate advance shall be adjusted while

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	Tender No <u>SECI/C&P/NIT/CORP. OFFC</u> <u>CONST./112018</u>	<u>Page 29 of 83</u>	<u>Signature of Bidder</u>
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making payments of this installment. Also, up-to-date accrued interest shall be recovered.

4. Final Ten percent (10%) payments shall be paid within 60 days from the date of issuance of acceptance certificate by Employer/ Owner.

For Second Contract

1. Interest bearing adjustable initial advance (OPTIONAL) of 10% of the Contract Value shall be released upon receipt of unconditional acceptance of NOA, detailed proforma invoice of contractor, unconditional & irrevocable Bank Guarantee (Format 5.3C) with a validity period up to date of final acceptance in favor of "Solar Energy Corporation of India Limited, New Delhi" total amounting to 110% of total advance amount and unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Performance Bank Guarantee (PBG) with a validity period of 09 (Nine) months from the date of issuance of NOA.
2. Ninety percent (90%) payments shall be paid against supply, receipt and installation cum commissioning of components/ materials/ equipments at site on submission of documents (except Advance Bank Guarantee) indicated under clause 1 above, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Copies of Certificates to the effect of payments of State/ Central taxes, duties, levies etc, Certified copy of Insurance policy/ Insurance Certificate, Manufacturer's/ Contractor's guarantee certificate of Quality, submission of the certificate by SECI's authorized representative that the item(s) have been received in original. If the contractor has opted for advance then, Ten Percent (10%) of proportionate advance shall be adjusted while making payments of this installment. Also, up-to-date accrued interest shall be recovered.
3. Final Ten percent (10%) payments shall be paid within 60 days from the date of issuance of acceptance certificate by Employer/ Owner.

The payment against AMC (Annual Maintenance Contract) related to any service shall be made on quarterly basis against submission of contractor's invoice duly certified by the Engineer-In-Charge/ Project Manager of Employer/ Owner. The Engineer-In-Charge/ Project Manager shall be assigned by the Employer/ Owner during issuance of final acceptance certificate. The contractor shall raise the invoice for the amount by proportionating the annual amount awarded to him by the Employer/ Owner.

The payment will be made according to the actual executed quantities by the contractor in respect of Bill of Quantities. The actual executed quantities will be assessed after the joint verification/ measurement of works with consultant and Engineer In-charge of SECI.

Upon achievement of any of the payment milestone indicated above, the contractor shall intimate the Engineer In-charge of SECI along with the copy of invoice. The Engineer In-charge of SECI shall forward the same to the consultant for verification. Upon joint verification by the consultant and construction committee of SECI, the invoice shall be processed further for payment.

The contractor shall submit his bill alongwith full description about service provided and get it certified from the consultant and Engineer In-charge of SECI.

The contractor shall not claim payment against pending services or incomplete stages of work.

In case only a part of the project is continued beyond any stage, no further payment shall be made to the contractor for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage.

All the payments under the contract shall be released within 30 (Thirty) days from the date of submission of all supporting documents and verification by Employer/ Owner. The annual interest rate shall be calculated based on SBI one-year MCLR (by considering the base date as date of release of advance payment) as applicable.

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

- 20.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.
- 20.2 Hard Copies (Specific documents only) as mentioned in clause no. 11.I of Section - III, Instructions to Bidders (ITB) of the NIT document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker.

Offline Bid Document for "Interior cum Fitout Work of Corporate Office Complex of SECI"	
Tender Document No.	SECI/C&P/NIT/CORP. OFFC CONST./112018
Last Date of Submission	
Do Not Open Before	
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 (A Government of India Enterprise) D - 3, 1 st Floor, Wing - A, Prius Platinum Building District Center, Saket New Delhi - 110 017

20.3 All the bids shall be addressed to the Employer at address specified in the Bid Information Sheet in Section - II, Invitation for Bids (IFB).

20.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

21 DEADLINE FOR SUBMISSION OF BIDS

21.1 The bids must be submitted through e-tender mode not later than the date and time specified in the Bid Information Sheet in Section - II, Invitation for Bids (IFB).

21.2 The hard copies of required specific documents must be submitted through courier/ registered post/ by hand not later than the date and time specified in the Bid Information Sheet in Section - II, Invitation for Bids (IFB).

21.3 Employer/ Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of Employer/ Owner and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on ETS Portal of TCIL <https://www.tcil-india-electronictender.com> and/ or Employer's website www.seci.co.in.

22 LATE BIDS

22.1 Any bids received after the notified date and time of closing of NIT will be treated as late bids.

22.2 E-tendering system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

22.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the NIT document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

23 MODIFICATION AND WITHDRAWAL OF BIDS

23.1 Modification and withdrawal of bids shall be as follows: -

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

23.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 20 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

- 23.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of bidder's EMD pursuant to clause 7 of ITB and rejection of bid.
- 23.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 23.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Employer shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Employer/ Owner after following the due procedure.

24 **EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

25 **BID OPENING**

25.1 ***Unpriced Bid Opening:***

As the case may be, Employer will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Information Sheet under Section-II, Invitation for Bids (IFB). The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance. However, the presence of bidder(s) during unpriced bid opening is subjective and will depend on case to case basis against the sole discretion of Employer/ Owner.

25.2 ***Priced Bid Opening:***

- 25.2.1 Employer will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.
- 25.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall not be opened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

26 **CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract, shall not be disclosed to bidders or any other

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	Tender No <u>SECI/C&P/NIT/CORP. OFFC CONST./112018</u>	Page 33 of 83	Signature of Bidder
--	--	---------------	---------------------

persons not officially concerned with such process. Any effort by a bidder to influence the Employer's/ Owner's processing of bids or award decisions may result in the rejection of the bidder's bid and action shall be initiated as per procedure in this regard.

27 CONTACTING THE EMPLOYER/ OWNER

- 27.1 From the time of bid opening to the time of award of Contract, if any bidder wishes to contact the Employer/ Owner on any matter related to the bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 27.2 Any effort by the bidder to influence the Employer/ Owner in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the bidder's bid and action shall be initiated as per procedure in this regard.

28 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 28.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each bid: -
- (a) Meets the "Bid Evaluation Criteria" of the NIT documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money Deposit' and 'Bid Processing Fees', if applicable
 - (d) Is substantially responsive to the requirements of the Tender Documents; and
 - (e) Provides any clarification and/ or substantiation that the Employer/ Owner may require to determine responsiveness pursuant to Clause No. 28.2 of Section-III, Instructions to Bidders (ITB).
- 28.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the NIT documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -
- a) "Deviation" is departure from the requirement specified in the NIT documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the NIT documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the NIT document.
- 28.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in NIT documents.
 - ii) Limit, in any substantial way, inconsistent with the NIT Document, the Employer's rights or the tenderer's obligations under the proposed Contract.

- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

29 CORRECTION OF ERRORS

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

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

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

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

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

30 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

All bids submitted must be in the currency specified at Clause No. 14 of Section-III, Instructions to Bidders (ITB).

31 EVALUATION OF BIDS & e-REVERSE AUCTION

Bid shall be evaluated as per evaluation criteria mentioned below on the total cost including GST. The Employer shall only use the criteria and methodology indicated in the NIT documents. No other criteria/ methodology shall be permitted.

31.1 Evaluation of Techno - Commercial Part (First Envelope)

The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the NIT documents.

In order to reach such a determination, the Employer will examine the information supplied by the bidders, pursuant to Clause No. 11 of Section-III, Instructions to Bidders (ITB) and other requirements in the NIT documents, taking into account the following factors

- a. overall completeness and compliance with the Technical Specifications to the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- b. compliance with the time schedule

The services covered by this bidding shall have the 'Taking Over' by the Employer/ Owner after successful Completion. No credit will be given to earlier completion. Bids offering completion beyond the specified period are liable to be rejected.

- c. any other relevant technical factors that the Employer/ Owner deems necessary or prudent to take into consideration.
- d. any deviations to the commercial and contractual provisions stipulated in the NIT Documents.
- e. details furnished by the bidder in response to the requirements specified in the NIT Documents.
- f. The Employer will ascertain to its satisfaction whether bidders determined as having submitted responsive Proposal are qualified to satisfactorily perform the contract.
- g. Qualification of bidder will be based on meeting the minimum pass/ fail criteria specified at Section - IV, Qualifying Requirements (QR) of NIT document regarding the bidder's technical experience and financial position as demonstrated by the bidder's responses in the corresponding Bid Schedules.
- h. The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification, (ii) bidder's works, (iii) details of work executed, (iv) details of machinery, facilities, manpower and financial resources, (v) past experience.
- i. The determination will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the Employer deems necessary and appropriate.

31.2 Opening of Second Envelope

After evaluation of the First Envelope i.e. Bid Proposal & Qualifying Requirement Data of all the bidders who have submitted their proposal for NIT document, the Employer/ Owner will

- a) intimate the date of opening of Envelope-II to all the qualified bidders; and
- b) return the Envelope-II of the remaining disqualified bidders by intimating the rejection criteria;

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

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

31.3 Evaluation of Financial Part (Second Envelope) and e-Reverse Auction

31.3.1 The Employer will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

31.3.2 The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

31.3.3 Arithmetical errors will be rectified in line with Clause no. 29 of ITB.

31.3.4 The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Bidding Documents.

31.3.5 The Employer's comparison will also include the costs resulting from application of the evaluation procedures described below:

- a. The Evaluated Bid Value (EBV) shall be calculated using the following method:
 - i. Grand Total Comprehensive Package for Supply including Taxes i.e., Total sum of the Price comprising of Supply F.O.R. Site of all Equipments and materials including mandatory spares and any other supplies specified in the Tender Documents including applicable Taxes as per the Technical Scope of Work.
 - ii. Grand Total Comprehensive Package for Services i.e. Transportation, Loading, Unloading, Insurance, Storage and Handling at Site, Civil works, Erection,

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	<u>Tender No</u> <u>SECI/C&P/NIT/CORP. OFFC</u> <u>CONST./112018</u>	<u>Page 37 of 83</u>	<u>Signature of Bidder</u>
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Installation, Testing and Commissioning, performance testing in respect of all the equipment's supplied and any other services specified in the Tender Documents including applicable Taxes as per the Technical Scope of Work.

The formats for submitting the price is attached as SOR-1 (comprising of SOR-1A to SOR-1I) & SOR-2 (comprising of SOR-2A to SOR-2S) under Section-VII of Tender Documents.

SOR-1 (comprising of SOR-1A to SOR-1I) is the Schedule and Breakup of Lump sum Price related to Supply of the Equipments/ Components whereas SOR-2 (comprising of SOR-2A to SOR-2S) is the Schedule and Breakup of Lump sum Price related to Transportation, Loading, Unloading, Insurance, Storage and Handling at Site, Civil Works, Erection, Installation, Testing and Commissioning of the Equipments/ Components specified in the Tender Documents including applicable Taxes as per the Technical Scope of Work.

Bidder to mention the Total Price indicated in the Summary Sheets (in both Figures and Words) enclosed under SOR-1 and SOR-2.

- b. **Evaluated Bid Value (EBV)** = (1) Grand Total Comprehensive Package for Supply (Including Taxes) mentioned in the Summary Sheet of SOR-1 + (2) Grand Total Comprehensive Package for Services (Including Taxes) mentioned in the Summary Sheet of SOR-2.

Detailed Break up for this purpose is also given in the SOR-1 in the form of SOR-1A to SOR-1I & in the SOR-2 in the form of SOR-2A to SOR-2S for the Billing Breakup purpose.

31.3.6 Total Total Evaluated Bid Values (TEBV) for all the Bidders shall be compared to determine the lowest Total Evaluated Bid Value (TEBV) as given under SOR-1 and SOR-2 Formats of Section-VII, Schedule of Rates & the lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA) subject to the successful bidder selected after e-RA.

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

31.3.8 Bidder with total lowest EBV shall be L-1, Bidder with second lowest EBV shall be L-2 & so on subject to the successful bidder selected after e-RA.

31.3.9 The total Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. The award shall be placed Inclusive of GST with taxation bifurcation separately indicated as submitted by the successful bidder in the SOR formats SOR-1 and SOR-2.

31.3.10 Billing Break-up (BBU)

- For each item of SOR-1 & SOR-2, the BBU shall be prepared in the same SOR format (Item name, UoM, Quantity, Unit Ex Works Price, Total Price etc) and the sum of all billing break-up item prices shall be equivalent to the each respective SORs item price with discounted rate of e-Reverse auction (If applicable).
- The Contractor would be required to provide detailed Bill of Quantity (BOQ) along with the break-up of Contract Price (including taxes) which should match with the Price Quoted by the Contractor in its Price Bids and accepted by the Employer. This will be used by the Employer at the time of payment to the Contractor. Accordingly, bidders should diligently quote the taxes in the bid. Under no circumstances, the amount of taxes shall be more than that quoted by the bidder and accepted by the Employer against any SOR (i.e. SOR-1A to SOR-1I and SOR-2A to SOR-2S).

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	<u>Tender No</u> <u>SECI/C&P/NIT/CORP. OFFC</u> <u>CONST./112018</u>	<u>Page 38 of 83</u>	<u>Signature of Bidder</u>
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- Employer shall reimburse the amount of taxes as per the rates mentioned by Contractor in the detailed BOQ and accepted by the Employer. In case of any statutory variation in taxes during the currency of the Contract, same will be reimbursed to the Contractor subject to the statutory variation clause of the Bidding document, only in respect of the items/ quantities which have been mentioned by the Contractor in the detailed BOQ.
- If there is difference in HSN/ SAC classification and corresponding rate of GST of an item as confirmed/ deemed confirmed by the bidder in its bid/ detailed BOQ and HSN/ SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before the award of contract, GST reimbursable to the bidder/ Bidder shall be lower of the GST applicable at the rate as confirmed/ deemed confirmed in the bid or actual GST paid/ payable by the bidder for that item.
- In case of imported Equipment/ items purchased from third party (Bought-Out Items) are supplied to the Employer/ Owner in execution of the Project, the price of such Goods shall be inclusive of all cost as well as any duties paid/ payable in relation to import/ purchase of such goods (viz., customs duties, GST & levies etc.) considering and taking into account the ITC as may be available under the applicable laws including GST.
- In case of any statutory variation in GST during the currency of the Contract, same will be reimbursed to the Contractor only in respect of the taxes which are levied during the direct transaction held between Employer and the Contractor. Any statutory variation applicable in respect of the items/ services procurement between third party/ sub-contractor/ Sub vendors and the Contractor would not be reimbursed by Employer. The successful bidder will be required to provide the detailed Billing break up (BBU) with GST in line with SOR's.

The contract shall be finalized/ awarded on the basis of lowest price discovered after e-Reverse Auction against this specification.

SECI reserves the right to award the rate contract to two or more suppliers at its own discretion. All the bidders would be offered to accept lowest total price discovered against this specification. A part acceptance or deviation, technical or commercial will not be admissible. The bidders who agree to match the rates for all the items will be enlisted for entering into contract at the sole discretion of SECI.

32 NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF AWARD

- 32.1 Prior to the expiry of 'Period of Bid Validity', Employer/ Owner will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Award (LOA)" through e-mail/ courier/ registered post, that his bid has been accepted. The notification of award will constitute the formation of the Contract.
- 32.2 Contract Period shall commence from the date of "Notification of Award"/ "Letter of Intent"/ "Letter of Award" or as mentioned in the Notification of Award/ Letter of Intent/ Letter of Award. The "Notification of Award"/ "Letter of Intent"/ "Letter of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per Clause No. 33 of Section-III, Instructions to Bidders (ITB).
- 32.3 The of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Award (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	Tender No SECI/C&P/NIT/CORP. OFFC CONST./112018	Page 39 of 83	Signature of Bidder
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duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acknowledgement within 07 (Seven) days from the date of its issuance.

32.4 In case the successful bidder fails to acknowledge the acceptance of "Notification of Award (NOA)" / "Letter of Intent (LOI)" / "Letter of Award (LOA)" as mentioned above vide clause no. 32.3, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed.

32.5 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 allocating the subject work to the Techno commercially successful L2, L3 discovered bidders thereby forfeiting the EMD of the nominated successful bidder.

33 CONTRACT AGREEMENT

33.1 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/ Supplier] and of 'state' New Delhi only, within '30 [Thirty] days' of issuance of the "Notification of Award [NOA]" / "Letter of Intent [LOI]" / "Letter of Award [LOA]".

33.2 In case the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 33.1, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed. Same may constitute sufficient grounds for the forfeiture of EMD.

33.3 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 allocating the subject work to the Techno commercially successful L2, L3 discovered bidders thereby forfeiting the EMD of the nominated successful bidder.

34 WARRANTY/ GUARANTEE/ DEFECT LIABILITY PERIOD

34.1 The Warranty/ Guarantee/ Defect Liability Period (DLP) of the project shall be 12 (Twelve) months from the date of final acceptance by the Employer/ Owner.

34.2 During any period including Defects Liability Period, if it is found that certain risk or damage or loss has occurred due to the defective execution of the work, delay in execution of assignment, non-compliance of the instructions pertaining to the project work, negligence in supervision, over payment due to wrong certification of bills or errors in recommending payments etc., Employer/ Owner will be entitled to recover the amount of such loss from the contractor by encashing the Performance Bank Guarantee submitted by him as above.

34.3 The contractor shall be liable and responsible for the correctness and accuracy of the data, maps, drawings, designs and recommendations furnished by them. Should any inadequacy or discrepancy be observed in the work performed by the consultant and the documents prepared by them prior to the final acceptance by Employer/ Owner of the work performed by them including Defect Liability Period, the contractor shall at his own initiative and cost perform all such services and other services as may be necessary to remedy the said defect or inadequacy. The contractor shall also indemnify and keep Employer/ Owner indemnified against losses and damages suffered by Employer/ Owner arising directly out of any negligence, omission or default on the part of contractor.

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	<u>Tender No</u> <u>SECI/C&P/NIT/CORP. OFFC</u> <u>CONST./112018</u>	<u>Page 40 of 83</u>	<u>Signature of Bidder</u>
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- 34.4 The contractor shall indemnify Employer/ Owner against any payments to be made under and for observance of the various Regulations and Acts as framed by the Government of India from time to time without prejudice to his right to claim indemnity from his sub-consultants.
- 34.5 The contractor will also arrange visit of Manufacturer's team in presence of Engineer In-charge to certify the materials which are being used for the work, during the execution of work. The original certification from Manufacturer will be provided to Employer/ Owner by the supplier.

35 FORCE MAJEURE

35.1 Conditions for Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the Employer/ Owner and the Contractor. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-Two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/ or works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than 2 (two) months, the Employer/ Owner shall have the option to terminate the Contract or re-look into the Contract provisions.

35.2 Outbreak of War

- 35.2.1 If during the currency of the Contract there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work the Contractor shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the Work, provided always that the Employer/ Owner shall be entitled, at any time after such out-break of war to terminate or re-look into the Contract by giving notice in writing to the Contractor and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.
- 35.2.2 If the Contract shall be terminated under the provisions of the above clause, the contractor shall with all reasonable diligence remove from the Site all the contractor's equipment and shall give similar facilities to his sub- contractors to do so.

36 TERMINATION

- 36.1 In the event of Employer/ Owner not satisfied with the work done by the contractor, Employer/ Owner shall give "15 (Fifteen) days" notice in writing to rectify the defects and or complete

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	<u>Tender No</u> <u>SECI/C&P/NIT/CORP. OFFC</u> <u>CONST./112018</u>	<u>Page 41 of 83</u>	<u>Signature of Bidder</u>
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the work. If Employer/ Owner is not satisfied with reply of aforesaid notice, Employer/ Owner can terminate this Agreement and the contractor shall be liable to pay damages which shall be calculated by Employer/ Owner or professional expert/ Consultant of Employer/ Owner.

- 36.2 In the event of the contractor through death or incapacity is unable to provide the services the appointment shall thereby be terminated.
- 36.3 In the event of the contractor's firm closing its business, the appointment shall be thereby terminated and Employer/ Owner shall have the power to employ any other agency to complete the work irrespective of settling of dues of the contractor by the Employer/ Owner.
- 36.4 The termination of the appointment of the contractor shall be without prejudice to the accrued rights and remedies of Employer/ Owner.

37 LAWS GOVERNING THE CONTRACT/ JURISDICTION

- 37.1 This Contract shall be governed by the Indian Laws for the time being in force.
- 37.2 The Courts at Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this Contract.



SECTION - IV

QUALIFYING REQUIREMENTS FOR BIDDERS (QR)

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

A GENERAL ELIGIBILITY CRITERIA

The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Government owned Enterprises who are registered/ incorporated in India and engaged in the business of civil work/ construction work/ interior cum fitout work are also allowed to participate in this tender.

Bids by Consortium/ JV are also allowed for participation under this NIT.

The Bidder should be in the business of civil work/ construction work/ interior cum fitout work for the last 07 (Seven) years as on last date of submission of bids.

The Bid Processing Fees and EMD are exempted for MSME Bidders registered under NSIC/ Udyog Aadhaar/ DIC Categories only.

NGOs, Charitable Trusts, Educational Societies are not eligible for participation in this NIT.

- A.1 The bidder shall have full-fledged office established in city of New Delhi/ NCR as notified by the Government and must be in an area/ building authorized for running the desired services. A self-declaration certificate along with proof of address (Landline Telephone Bill/ Electricity Bill/ Registered Rent Agreement or Lease Deed)/ or any other documentary evidence in proof of the office shall be attached towards this.
- A.2 The bidder should not be black-listed/ debarred by any Central/ State Government/ Central Public Sector Undertaking (CPSU)/ State Public Sector Undertaking (SPSU) in India within last 12 (Twelve) months as on last date of submission of bids.

B TECHNICAL ELIGIBILITY CRITERIA

The bidder should have experience of having successfully completed similar works during last 07 (Seven) years ending last day of the preceding month of the bid submission deadline should be of the following: -

One similar completed work costing not less than the amount of INR 15.33 Crore.

Or

Two similar completed works costing not less than the amounts of INR 9.58 Crores each.

Or

Three similar completed works costing not less than the amounts of INR 7.67 Crores each.
Similar Work means interior cum fit-out work for the entire project value (INR 15.33 Crore or INR 9.58 Crore or INR 7.67 Crore as the case may be) of any office/ institutional/ commercial complex.

The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification, (ii) Contractor's past projects,

(iii) details of work executed, (iv) details of machinery, facilities, manpower and financial resources, (v) past experience.

C FINANCIAL ELIGIBILITY CRITERIA

The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2015-2016, FY 2016-2017 and FY 2017-2018 as the case may be) should be **INR 76,680,000/- (Indian Rupees Seven Crores Sixty Six Lacs and Eighty Thousand Only)**. **MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding non-recurring income, e.g. sale of fixed assets. Other income shall not be considered for arriving at annual turnover.** This must be the individual/ Proprietor/ Firm/ Company's turnover and not that of any group of Companies. A summarized sheet of average turn over certified by practicing CA should be compulsorily enclosed along with corresponding annual accounts.

AND

The net worth for the last financial year should be positive. "Net Worth" of the Bidder shall be calculated as per Company Act 2013, incase the bidder is a company registered under Indian Company's Act.

AND

The bidder should have a minimum Working Capital of **INR 47,925,000/- (Indian Rupees Four Crore Seventy Nine Lacs and Twenty Five Thousand Only)** as per the last audited financial statement. If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than INR 500 Crores, confirming the availability of the line of credit for equal to or more than **INR 47,925,000/- (Indian Rupees Four Crore Seventy Nine Lacs and Twenty Five Thousand Only)**.

- a. In case the bidder is a holding company, the financial position criteria referred to in clause C.1 above shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, financial position criteria referred to in clause C.1 above shall be of that subsidiary company only (i.e. excluding its holding company).
- b. The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net Worth for the purpose of verification.
- c. In case the bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents for substantiation of its qualification.
 - i. Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.
 - ii. A Certificate from the Director of the Holding Company, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company.

- d. In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the Management of the company.
- e. In case, the bidder is subsidiary of a holding company, bidder has to submit a board resolution of the holding company indicating that "holding company shall support the bidder financially or otherwise, to execute the project successfully".
- f. Bidders shall furnish documentary evidence as per the prescribed format (online as well as offline), duly certified by Authorized Signatory and the Statutory Auditor/ Practicing Chartered Accountant of the Bidding Company in support of their financial capability.
- g. The Bidder shall furnish the following documentary evidences along with the Bid in support of meeting of above mentioned Financial Eligibility Criteria:
 - i. "Details of Financial capability of Bidder" as per format 5.7 duly signed and stamped by a Chartered Accountant
 - ii. "Shareholding Certificate" as per format 5.9 duly signed and stamped by a Chartered Accountant.
 - iii. Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial Criteria. In case of tenders having the bid due date up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid due date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years.

D CONSORTIUM/ JOINT VENTURE (JV) CRITERIA

Incase the bid is submitted by a Consortium/ Joint venture (JV) of two or more companies/ firms as partners, they must meet the following requirements: -

- a. The Lead partner of the Consortium/ JV shall meet individually not less than 50% of minimum Financial Eligibility Conditions given at para C above. However, all the Consortium/ JV partners must meet collectively 100% Financial Eligibility Conditions given at para C above.
- b. All the partners of the Consortium/ JV must meet collectively 100% of Technical Eligibility Conditions given at para B above.
- c. The Consortium/ JV must satisfy collectively the Criterion of clauses B & C above for which purpose the relevant figure of average annual turnover and liquid assets/ credit facilities for each of the partners of the Consortium/ JV shall be added together to arrive at Consortium/ JV total capacity. **The net worth of each Partner of Consortium/ JV should be positive.**
- d. A Consortium/ JV, may or may not be incorporated as a Registered Company.

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	<u>Tender No</u> SECI/C&P/NIT/CORP. OFFC CONST./112018	<u>Page 46 of 83</u>	<u>Signature of Bidder</u>
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- e. A Consortium/ JV, if incorporated as a Registered Company, is required to submit EMD and Performance Security in the name of Consortium/ JV only. In case of Consortium or a JV has not formed a Registered Company, the EMD and Performance Security shall be submitted in the name of Lead Partner only.
- f. Consortium/ JV is required to submit Consortium/ JV Agreement (Format 5.12) by the Consortium/ JV Partners and Form of Power of Attorney (Format 5.13) as per prescribed formats enclosed in Section - VI (Sample Forms and Formats).
- g. Consortium/ JV is also required to declare detailed scope of work to be executed by each partner of Consortium/ JV. The Employer/ Owner may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification, (ii) bidder's work/ facilities visit, (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work, (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources, (v) details of quality systems in place, (vi) past experience and performance, (vii) customer feedback, (viii) banker's feedback etc.
- h. In order to avail the benefits of exemptions in Consortium/ JV, all the partners of Consortium/ JV must be MSME Bidders registered under NSIC/ Udyog Aadhaar/ DIC Category only.

The bidder shall furnish documentary evidence in support of qualification requirement stipulated above.

Notwithstanding anything stated above, Employer/ Owner reserves the right to assess the bidder's capability and capacity to perform the contract should the circumstances warrant such assessment necessary in its overall interest. Bidder may have to produce originals of documents submitted to qualify against the package, which shall be returned after verification & shall not be retained by Employer/ Owner. Authenticity of documents submitted by bidders may also be verified by Employer/ Owner as deemed fit through its own sources.

IN CASE ANY DOCUMENT BY A BIDDER IS FOUND TO BE FORGED OR FAKE, EMPLOYER/ OWNER RESERVES ITS RIGHT TO TAKE APPROPRIATE ACTIONS FOR SUCH MALPRACTICES INCLUDING FOREFEITURE OF EMD AND/ OR BANNING OF BUSINESS/ BLACKLISTING ETC.

Employer/ Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract. The decision regarding adequacy of the work experience/ capacity of the bidder, etc. will solely be at the discretion of Employer/ Owner.



SECTION - V

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the NIT. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section - IV and other submission requirements specified in the NIT

- i) Format of Covering Letter (Format 5.1)
- ii) Format for Bidder's General Information (Format 5.2)
- iii) Format for Earnest Money Deposit (EMD) (Format 5.3A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 5.3B)
- v) Format for Advance Bank Guarantee (ABG) (Format 5.3C)
- vi) Format for Board Resolutions (Format 5.4)
- vii) Format for No Deviation Confirmation (Format 5.5)
- viii) Format for Declaration regarding Banning and Liquidation, Court Receivership etc. (Format 5.6)
- ix) Format for Chartered Accountant Certificate for Financial Capability of the Bidder (Format 5.7)
- x) Format for Power of Attorney (Format 5.8)
- xi) Format for Shareholding Certificate (Format 5.9)
- xii) E-Banking Format (Format 5.10)
- xiii) Format for submission of Financial Bid (Format 5.11)
- xiv) Format for Consortium/ JV Agreement (Format 5.12)
- xv) Format for Power of Attorney of Consortium/ JV (Format 5.13)
- xvi) Check List for Bank Guarantees (Annexure-B)
- xvii) List of Banks (Annexure-C)
- xviii) Special Instructions to Bidders for e-Tendering (Annexure-D)

Format 5.1

COVERING LETTER

**(The Covering Letter should be submitted on the Letter Head of the Bidding Company/
Lead Member of Consortium/ JV)**

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Interior cum Fitout Work of Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi" against NIT Number SECI/C&P/NIT/CORP. OFFC CONST./112018

Dear Sir/ Madam,

1. We, the undersigned.... [*insert name of the 'Bidder'*] having read, examined and understood in detail the NIT document for "Interior cum Fitout Work of Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi" hereby submit our Bid comprising of Techno Commercial Bid and Price Bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid NIT.
2. We give our unconditional acceptance to the NIT, dated..... and NIT documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. As a token of our acceptance to the NIT documents, the same have been digitally signed by us and enclosed to the Bid. We shall ensure that we execute Contract Agreement as per the provisions of the NIT and provisions of such Contract Agreement and NIT documents shall be binding on us.
3. Bid Capacity

We have bid for the entire scope of work mentioned in the NIT document.
4. Bid Processing Fees

We have enclosed a Bid Processing Fees of INR..... (*Insert Amount*), in the form of Demand Draft/ Banker's Cheque no..... (*Insert reference of the DD/ Banker's Cheque*) dated..... (*Insert date of DD/ banker's cheque*) from (*Insert name of Bank providing DD/ banker's cheque*) and valid up to and including in terms of Clause of this tender.

5. Earnest Money Deposit

We have enclosed an Earnest Money Deposit of INR..... (*Insert Amount*), in the form of bank guarantee no..... (*Insert reference of the bank guarantee*) dated..... (*Insert date of bank guarantee*) as per Format 5.3A from (*Insert name of Bank providing BG*) and valid up to and including in terms of Clause No. 5, Section-III of this NIT.

6. We have submitted our Price Bid strictly as per this NIT, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).

7. In case we are a Successful Bidder, we shall furnish requisite Performance Bank Guarantee and Advance Bank Guarantee in terms of Clause No. 6, Section-III of this NIT.

8. Acceptance

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

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

9. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the contract, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in tender have been fully examined and considered while submitting the Bid.

10. Contact Person

Details of the contact person are furnished as under:

Name :

Designation :

Company :

Address :

Phone Nos. :

Fax Nos. :

E-mail address :

11. We are enclosing herewith the Envelope-I (Covering Letter, Bid Processing Fees, EMD etc. through Offline and Online, Techno-Commercial documents through online as per clause no.

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	Tender No SECI/C&P/NIT/CORP. OFFC CONST./112018	Page 51 of 83	Signature of Bidder
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11.I of Section - III, ITB) and Envelope II (Price Bids) (through online) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the NIT for your consideration as per clause no. 11.0 of Section - III, ITB.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the NIT and subsequent communications from Solar Energy Corporation of India Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the NIT and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period as specified in NIT from the date of opening of "Techno-Commercial/ Un-priced Bid". We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration. Copy of Notarized copy of Power of Attorney/ Board Resolution/ Declaration should be enclosed along with Covering Letter.

Format 5.2

BIDDER'S GENERAL INFORMATION

(To be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium/ JV)

Sr. No.	Description	Remarks
1	Name of the Bidder	
2	Status of the Firm	
3	Mailing Address of Registered Office	
4	Mailing Address of Operation Office	
5	E-mail	
6	Web site	
7	Authorized Contact Person(s) with Name, Designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
8	Year of Incorporation	
9	Number of Years in Operation	
10	ISO Certification Yes/ No	
11	Name of the Banker	
12	Branch Details of Bank	
13	Type of Account with Account Number	
14	IFSC Code	
15	Permanent Account Number (PAN) of the Bidder	(Copy of PAN Card to be enclosed)
16	GST ID (Proof to be submitted – GST No acknowledgement OR Email from Gol)	
17	GSTN Address	
18	PF Registration Number with Details	(Copy of Registration to be enclosed)
19	ESI Registration Number with Details	(Copy of Registration to be enclosed)
20	Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work	Yes/No (If answer is YES, please provide details)
21	Reference of any document information attached by the Bidder other than specified in the NIT.	
22	Whether the Bidder wishes to form a Project Company for execution of work	Yes/ No

Sr. No.	Description	Remarks
23	Bidding company is listed in India	Yes/ No
24	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below	
25	Whether company is MSME as on the bidding date	Yes/ No

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting rights

(Signature of Authorized Signatory)

With Stamp

In case of Consortitum/ JV, separate Formats for each member of Consortium/ JV shall be submitted.

Format 5.3A

FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

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

Bank Guarantee No.:

Date:

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

WHEREAS M/s. *(Insert name of bidder)* having its Registered/ Head Office at *(Insert address of the bidder)* (Hereinafter called "the bidder") has submitted its bid for the performance of the Contract for *(insert name of the Package)* under *(insert Tender No)* (Hereinafter called "the bid")

KNOW ALL PERSONS by these present that WE *(insert name & address of the issuing bank)* having its Registered/ Head Office at *(insert address of registered office of the bank)* (hereinafter called "the Bank"), are bound unto Solar Energy Corporation of India Limited (SECI) (hereinafter called "the Employer") in the sum of *(insert amount of EMD in figures & words)* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws/ varies its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/ or accept the withdrawals/ rectifications pursuant to the declaration/ confirmation made by him; or
- (3) In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) To sign the Contract Agreement, in accordance with NIT;
 - or
 - (ii) To furnish the required Contract Performance Security, in accordance with NIT;
 - or
- (4) In any other case specifically provided for in NIT.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	<u>Tender No</u> <u>SECI/C&P/NIT/CORP. OFFC</u> <u>CONST./112018</u>	<u>Page 55 of 83</u>	<u>Signature of Bidder</u>
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will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (*insert date of validity as per Tender documents*), and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

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

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Format 5.3B

FORMAT FOR PERFORMANCE BANK GUARANTEE
(PBG)

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

Bank Guarantee No.:

Date:

NOA/ Contract No.....

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

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Dear Sir/ Madam,

We refer to the Contract ("the Contract")

signed on *(insert date of the Contract)* between you and M/s *(Name of Contractor)*,

(or)

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

By this Bank Guarantee, we, the undersigned, *(insert name & address of the issuing bank)*, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/ Head Office at *(insert address of registered office of the bank)* do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the Contract Price, upto and inclusive of *(dd/mm/yy)*.

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Owner declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Bank Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]
Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

Format 5.3C

FORMAT FOR ADVANCE BANK GUARANTEE (ABG)

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

Bank Guarantee No.:

Date:

NOA/ Contract No.....

..... [Name of Contract]

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Dear Sir/ Madam,

WHEREAS SECI has issued NOA No..... for “.....” (hereinafter called “the Contractor”), having its registered office at AND WHEREAS vide Clause of NOA, Initial Advance up to 10% (10 Percent) of the original contract value of INR is payable to the Contractor against Bank Guarantees, the Contractor hereby applies for Initial Advance of --% (--- percent) amounting to INR/- (Indian Rupees.....) of the Contract Price, Now, we the undersigned, Bank of, being fully authorized to sign and to incur obligations for and on behalf of and in the name of Bank ofhereby declare that the said Bank will guarantee the Employer the full amount of INR/- (Indian Rupees.....) 110% of the amount as stated above. We, [Insert Name of Bank], do hereby unconditionally, irrevocably and without demur guarantee and undertake to pay the Employer immediately on demand any or all money payable by the Contractor to the extent of INR. /- (Indian Rupees.....) without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. This guarantee is valid till At any time during the period in which this guarantee still valid of the Contractor fails to fulfil its obligation under the Contract, it is understood that the Bank will extend this guarantee under the same condition for the required time on demand by the Employer at the cost of the Contractor. The Guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Contractor. The neglect or forbearance of the Employer in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the Bank of their liability under this Deed. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns. Notwithstanding anything contained herein: Our liability under this Bank Guarantee shall not exceed INR /- (Indian Rupees.....) this bank Guarantee shall be valid up to We are liable to pay the guaranteed amount or any part

thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee). In witness whereof we of the Bank have signed and sealed this Guarantee on theday of being herewith duly authorized.

For and on behalf of the Bank

[Signature of the authorized signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

Format 5.4

FORMAT FOR BOARD RESOLUTIONS

(To be Submitted on the Letter Head of the Bidding Company/ Lead member of Consortium/ JV)

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

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to NIT No. _____ for Supply and Installation of Furniture at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi' in India, including signing and submission of all documents and providing information/ response to NIT to Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

Format 5.5

FORMAT FOR NO DEVIATION CONFIRMATION

(To be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium JV)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel. #:

Fax #:

E-mail address #

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Interior cum Fitout Work of Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi" against NIT Number SECI/C&P/NIT/CORP. OFFC CONST./112018

Dear Sir/ Madam,

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 5.6

FORMAT FOR DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.

(To be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium/ JV)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Interior cum Fitout Work of Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi" against NIT Number SECI/C&P/NIT/CORP. OFFC CONST./112018

Dear Sir/ Madam,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	<u>Tender No</u> <u>SECI/C&P/NIT/CORP. OFFC</u> <u>CONST./112018</u>	<u>Page 64 of 83</u>	<u>Signature of Bidder</u>
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Format 5.7

**FORMAT OF CHARTERED ACCOUNTANT
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE
BIDDER**

**(To be submitted on the Letter Head of the Chartered Accountant/ Lead Member of
Consortium/ JV)**

Ref.No. _____

Date: _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Interior cum Fitout Work of Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi" against NIT Number SECI/C&P/NIT/CORP. OFFC CONST./112018

Dear Sir/ Madam,

We have verified the Annual Accounts and other relevant records of M/s.....
(Name of the bidder) and certify the following

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

And

Net worth (strike out whichever is not applicable) of INR.....Crore computed as per instructions provided in this tender based on unconsolidated audited annual accounts (refer Note-1 below) of the last Year immediately preceeding the Bid Deadline/ last financial year.

* The Financially Evaluated Entity may be the Bidding Company itself.

** The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent Company and/ or Affiliate has been used for meeting Qualification Requirements.

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year ____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (AS per the companies Act 2013)	

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name:

Date:

Place:

Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name:

Date:

Place:

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

Format 5.8

FORMAT FOR POWER OF ATTORNEY FOR BIDDING
COMPANY

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

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for (insert details of Tender) 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 Tender.

Signed by the within named

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

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of
Accepted

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

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

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

WITNESS

1.
(Signature)

Name.....

Designation

2.
(Signature)

Name.....

Designation

Notes:

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

The person authorized under this Power of Attorney, in the case of the Bidding Company/ Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Indian 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 5.9

FORMAT FOR SHAREHOLDING CERTIFICATE

(As on 31st March'2018)

(To be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium/ JV)

Name of the Equity Holder	Type and Number of Shares Owned	% of Equity Holding	Extent of Voting Rights

Yours faithfully

(Signature and Stamp of Authorized Signatory of Bidder)

Name:

Date:

Place:

(Signature and Stamp of Company Secretary/ Director/ Chartered Accountant)

Format 5.10

e-BANKING FORMAT

(To be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium/ JV)

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 :
 - g) Account Number :
 - h) RTGS IFSC Code :
 - i) NEFT IFSC Code :
 - j) 9 digit MICR code :

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

(Signature of Vendor/ Customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

Format 5.11

FORMAT FOR SUBMISSION OF FINANCIAL BID

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium/ JV)

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Interior cum Fitout Work of Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi" against NIT Number SECI/C&P/NIT/CORP. OFFC CONST./112018

Dear Sir/ Madam,

I/ We, _____ *(Insert Name of the Bidder)* enclose herewith the Financial Proposal for selection of my/ our firm as Successful Bidder for the above.

I/ We agree that this offer shall remain valid for a period of 150 (One Hundred and Fifty) days from the due date of submission of the response to NIT such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Annexure - B

CHECK LIST FOR BANK GUARANTEES

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. on the BG?	
5.	Is each page of BG duly signed/ initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the NIT Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LOI No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of NIT documents?	
10.	In case BG has been issued by a Bank other than those specified in NIT Document, is the BG confirmed by a Bank in India acceptable as per NIT documents?	

Annexure - C

LIST OF BANKS

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
NATIONALISED BANKS	27. MIZUHO BANK, Ltd.
1. Allahabad Bank	28. Krung Thai Bank Public Company Ltd.
2. Andhra Bank	29. Antwerp Diamond Bank N.V
3. Bank of India	30. Australia And New Zealand Banking Group Limited
4. Bank of Maharashtra	31. Sumitomo Mitsui Banking Corporation
5. Canara Bank	32. American Express Banking Corporation
6. Central Bank of India	33. Commonwealth Bank of Australia
7. Corporation Bank	34. Credit Suisse A.G
8. Dena Bank	35. FirstRand Bank Ltd.
9. Indian Bank	36. Industrial And Commercial Bank of China Ltd.
10. Indian Overseas Bank	37. JSC VTB Bank
11. Oriental Bank of Commerce	38. National Australia Bank
12. Punjab National Bank	39. Rabobank International
13. Punjab & Sind Bank	40. Sberbank
14. Syndicate Bank	41. USB AG
15. Union Bank of India	42. United Overseas Bank Ltd.
16. United Bank of India	43. Westpac Banking Corporation
17. UCO Bank	44. Woori Bank
18. Vijaya Bank	45. Doha Bank Qsc
19. Bank of Baroda	
20. EXIM Bank	4. SCHEDULED PRIVATE BANKS
2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	3. Axis Bank Ltd.
1. Bank of America NA	4. ICICI Bank Ltd.

2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. SocieteGenerale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. Crédit Agricole Corporate and Investment Bank	17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd
18. HSBC Bank Oman S.A.O.G	21. IDFC Bank
19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank, National Association	
21. State Bank of Mauritius Ltd.	
22. BANK of CEYLON	
23. BANK INTERNASIONAL INDONESIA	

Note: In addition to the banks listed above, the bidder can furnish the Bank Guarantees towards EMD/ PBG/ ABG issued by any Scheduled Commercial Bank as per RBI.

BANK DETAILS OF SECI

A. DETAILS OF BENEFICIARY/ ACCOUNT HOLDER

Name of Beneficiary	Solar Energy Corporation of India Limited
Address	D-3, 1 st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017
Contact Number	Telephone : 0091 11 71989200
E-mail ID	finance@seci.co.in

B. BANK DETAILS

Bank Name	Union Bank of India
Branch Address	Nehru Place Branch, New Delhi - 110 019
Beneficiary Account No.	412101010000709
Beneficiary Account Name	Solar Energy Corporation of India Ltd
Type of Bank Account	Current Account
MICR Code of the Bank	110026030
IFSC Code of the Bank	UBIN0541214

Annexure - D

SPECIAL INSTRUCTIONS TO BIDDERS FOR
e-TENDERING

GENERAL

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

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Solar Energy Corporation of India Limited (SECI) has 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 ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-ReverseAuction', if applicable.

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - a) Query to SECI (Optional)
 - b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries
10. Participate in 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.

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	<u>Tender No</u> <u>SECI/C&P/NIT/CORP. OFFC</u> <u>CONST./112018</u>	<u>Page 76 of 83</u>	<u>Signature of Bidder</u>
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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>].

Registration

To use the ElectronicTender® 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 & 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 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 Center' 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: +91-11-26241071, 26241072 Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
Email-ID	ets_support@tcil-india.com [Please mark CC: support@electronictender.com]

Some Bidding Related Information for this Tender (Sealed Bid)

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

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

Interior cum Fit-out Work of Corporate Office Complex of SECI at New Delhi	Tender No SECI/C&P/NIT/CORP. OFFC CONST./112018	Page 77 of 83	Signature of Bidder
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In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 11.I, Section-III, Instructions to Bidders (ITB) of NIT documents, failing which the technical bids will not be opened.

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

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 ElectronicTender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

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

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

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

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class 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 -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

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

NOTE:

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

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

Annexure - E

PROCEDURES, TERMS AND CONDITIONS OF e-REVERSE AUCTION

1. The e-Reverse Auction (e-RA) shall be conducted on <https://www.tcil-india-electronictender.com>. e-RA shall be carried out on the day as intimated by SECI to the eligible bidders.
2. After financial bid evaluation, the bidders shall be shortlisted in the ascending order of price bid quoted. Keeping minimum 03 Bids eligible for e-RA, Total no of bids will be reduced by a factor 1/2 and resultant as such, will be eligible for e-RA. Decimal Nos will be corrected to next whole No & will be counted accordingly for the e-RA. If the price bid quoted is same for two or more bidders, then all the bidders with same price bid shall be considered of equal rank/ standing in the order.

Ex: (1) No of Bids after arranging the Bids in ascending order = 3, so total No of Bids eligible for e-RA in this case = $3 \times \frac{1}{2} = 1.5$, but as the minimum 03 bids needs to be kept, so in this case 03 bids will be eligible for e-RA.

(2) No of Bids after arranging the Bids in ascending order = 7, so total No of Bids eligible for e-RA in this case = $7 \times \frac{1}{2} = 3.5 = 4$, rounding off to the next whole No. So, in this case 04 bids will be there for e-RA

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

- At least one week prior to e-RA, an advance intimation regarding the date and time of the e-RA will be sent to by email to all bidders whose technical & financial bids have been opened and found to be qualified. However from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-RA. Further at least two hours before the schedule start time of e-RA, a system generated email for invitation for e-RA will be sent to all those bidders only who have been shortlisted based on the criteria mentioned.
- Shortlisted bidders for e-RA will be able to login into the TCIL website of 15 minutes before the start time of e-RA.
- At the start of e-RA process, the bid along with the list of short listed bidders shall be displayed with their pseudo names as their first round bid along with the Evaluated Bid Value (EBV). The auctioning shall be on the EBV price quoted by the bidder only.
- The minimum decrement step for e-Auctioning is in the multiples of **INR 500,000/- (INR Five Lacs only)** in Price bid (Firm value of the Financial Proposal as the sum of individual bid value of supply, erection and civil works including GST), i.e. each decrement shall be in multiples of Rs. INR 500,000/- (INR Five Lacs only). At the end of the e-RA, the final discount

offered by the bidder, in the form of price reduction so offered on the EBV price, shall be applied proportionately to all of the SOR Line items price quoted by the bidder initially in the financial bid. Accordingly, the revised reduced price of all of the SOR line items will be derived. This proportionate price reduction will be applicable on the EBV price, on which the e-RA has been actually conducted.

- L2, L3, L4.... LN Bidders have to mandatorily apply their decrements suitably so as to beat the L1 price in the first go itself, else system will not accept their respective Bids. However, at no stage, increase in EBV price will be permissible.
- During e- RA, no revision in total price for which a bidder is considered qualified after evaluation of Technical Bid is allowed.
- The initial auctioning period will be of one (01) hour with a provision of auto extension by 08 (Eight) Minutes from the scheduled/ extended closing time if any fresh bid is received in last 08 (Eight) Minutes of auctioning period or extended auctioning period. If no valid bid is received during last 08 (Eight) Minutes of auctioning period or extended auctioning period, then the e-RA process will get closed.

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

- First round EBV Price as their Start Price initially and thereafter last quoted EBV Price
- The list of last quoted EBV Price (i.e. last Bid Value) of all bidders with their Pseudo Identities and their time of quote.

4. Selection of Successful Bidders

The bidders shall be selected in the ascending order with lowest quoted Total Price (Evaluated Bid Value i.e. sum of SOR-1 and SOR-2) (being L1).

- a. The final price arrived by the EBV Price (as a result of e-RA process).
- b. The bidder with lowest sum quoted at the end of e-RA will be considered L1.
- c. In case of tie in Total Price among two or more bidders being the same at the end of e-RA, they will be considered in the chronological order of their last bid with preference to the bidder who has quoted his last bid earlier than others.
- d. In the above case, if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:
 - The bidder who has quoted lowest Total Price in their Price BID before commencement of e-RA shall be considered as L-1.
 - If there is also a tie among any of these bidders, then L-1 will be the bidder who has the highest average annual turnover as per the documents submitted as a part of their bid.

5. At the end of selection process, a Notification of Award (NOA) will be issued to the successful bidder (L1).
6. In all cases, SECI's decision regarding selection of bidder through e-RA or other-wise based on First Round quotation or annulment of tender process shall be final and binding on all participating bidders.

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.
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