



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

CIN: U40106DL2011GOI225263

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

Notice Inviting Tender

For

Hiring of Professional Support Staff

Tender No. SECI/C&P/CM/2017/02

Dated: 04.05.2017

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SECTION I

INTRODUCTION AND TENDER DETAILS

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



Tender No: SECI/C&P/CM/2017/02

Date: 04/05/2017

Solar Energy Corporation of India Limited (hereinafter called "SECI"), invites bids from the eligible Bidders/Firms/Agencies to participate in the Notice Inviting Tender (NIT) for **"The engagement of Agency for hiring of Professional Support Staff at its registered office at New Delhi"**

For the implementation of above mentioned work, Bidders/Firms/Agencies should submit their Techno Commercial & Price Bids/proposals complete in all respect in separate sealed covers, super-scribed with **"Notice Inviting Tender for the engagement of Agency for hiring of Professional Support Staff at Solar Energy Corporation of India Limited, New Delhi"** at the following address so as to reach on or before **1800 HRS on 05th June, 2017** positively to

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

Bidder shall submit the Tender proposal, complete in all respect as per the Bid Information sheet. Bid documents which include Eligibility criteria, "Technical Specifications", various conditions of contract, formats, etc. can be downloaded from SECI website at www.seci.co.in. Any amendment(s)/corrigendum/clarifications with respect to this Tender shall be uploaded on SECI website only. The Bidder should regularly follow up for any Amendment/Corrigendum/Clarification on the above website.

DISCLAMIER:

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

Bid Information Sheet (BIS)

NIT No. & Date	Tender No: SECI/C&P/CM/2017/02 Dated: 04/05/2017
Broad Scope	Notice Inviting Tender for Agency for hiring of Professional Support Staff at Solar Energy Corporation of India Limited, New Delhi
Period of the Work	24 Months from the date of Notification of Award (NOA)
Cost of Bidding Document	Free of Cost
Bid Processing Fee	Rs 1000/- (One thousand only) plus Service Tax @ 15% per Tender, so total Rs 1150/- (One thousand, one hundred & Fifty only) in the form of Demand Draft (DD)/Bankers Cheque drawn in favour of “Solar Energy Corporation of India Limited” , New Delhi Payable at New Delhi, to be deposited along with the Tender document submission.
Earnest Money Deposit	Rs 3,00,000/- (Rs Three lacs only) in the form of Demand Draft (DD)/Bankers Cheque drawn in favour of “Solar Energy Corporation of India Limited” , New Delhi Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format (With a validity of 180 days from the last Due date of Bid Submission). EMD to be deposited along with the Tender document submission
Performance Security	Within 30 days from the issuance of the Notification of Award (NOA) from SECI, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft drawn in favour of “Solar Energy Corporation of India Limited, New Delhi” Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format and shall be in the currency of the Contract. The value of the Performance Security shall be Rs 15,00,000/- (Rs Fifteen Lacs only) derived on the basis of estimated contract value, BG validity of which should remain up to 90 days beyond the contractual Period/Defect Liability Period
Pre-bid Conference	Not Applicable
Last date & Time of Submission of Bids	05/06/2017 up to 1800 HRS
Opening of Techno Commercial Bids	06/06/2017, 1100 HRS onwards
Opening of Financial Bids	To be intimated subsequent to the shortlisting of Techno Commercial Bids

Notice inviting Tender for engaging Agency for hiring of Professional Support Staff



Name, Designation, Address and other details (For Submission of Response to NIT)

Sh. Sandeep Kumar
Manager (C&P)
Solar Energy Corporation of India Limited
1st floor, D-3Wing A, Religare Building
District Centre, Saket, New Delhi – 110017
Telephone: 011 71989290, Extension 290
E mail: contracts@seci.co.in

Important Note:

1. Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the website www.seci.co.in. No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. All the information related to this Tender Document shall be updated in the SECI website www.seci.co.in

SECTION II

SCOPE OF WORK (SOW) AND ELIGIBILITY CRITERIA

1. WORK CONTENT

The contractor is required to supply Professional Support Staff of various categories provided in the Tender Document. However, actual numbers of category wise requirement of the Professional Support Staff may vary from time to time and the contractor has to supply the Professional Support Staff as per actual requirement to be intimated to him from time to time by SECI. The contractor shall be responsible for management of the Professional Support Staff supplied by him including arranging timely arrival at duty place, punctuality, payments to the Professional Support Staff in compliance with statutory requirements and other terms & conditions of the contract.

2. CONTRACTOR'S SCOPE OF WORK

- 2.1** SECI intends to hire Professional Support Staff from the agency in the area of Engineering, Accounting, Information Technology (IT) & Office Administration. On an average basis, **SECI intends to deploy 60 Nos of Professional Support Staff on monthly basis.**
- 2.2** The Service provider /contractor will be responsible for the antecedents of the personnel deputed for work. It is the responsibility of the contractor to obtain 'Police verification' before deploying them in SECI. The contractor shall obtain all necessary regulations, licenses, approvals and sanctions under the labour laws and other statutory requirements as applicable from time to time.
- 2.3** All the outsource persons must have the requisite qualification/eligibility for the specified work viz. drivers must have valid license for commercial vehicle LMV. CAD operators and Surveyors must have the requisite technical qualification for the same
- 2.4** Minimum payment to the staff by the Contractor would be as per the minimum wages notified by the Govt. of NCT of Delhi, **plus 25% increase in minimum wages** along with applicable PF, ESI & Bonus components. Payment of the mentioned amount to the staff should not be a constraint for the bidder & he should be able to manage this kind of liquidity of funds, anytime during the execution of this contract. **Contractor should refer Annexure "A" for the calculation methodology of the payment to be paid to the deployed staff by the Contractor**
- 2.5** The contractor will accept full and exclusive liability for all the payments to be made by it to its staff in accordance with the laws of the land including any statutory obligations under the law imposed by the Central govt./State govt./ Govt. of local bodies.
- 2.6** SECI will have no liability whatsoever concerning the personnel deployed by the contractor and the contractor will keep SECI indemnified against all losses damages or liabilities arising out of or imposed in connection with the services provided by it. No relationship of Contractor and its employee shall be entertained between SECI and the persons deployed by Service

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provider / Contractor. The Service provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.

- 2.7** Penalties, if any, imposed by court for legal violation including third party liabilities, if any shall be recovered from the bills submitted for payment by the contractor
- 2.8** The service provider /contractor shall comply with all acts, labour laws or other statutory rules, regulations, byelaws or which might become applicable with regard to the performance of the work included herein or touching this contract but not limited to Minimum Wages Act 1948, Contract Labour (Regulation & Abolition Act 1970, Industrial Dispute Act, 1947, P.F & Misc Provision Acts, and other applicable Acts, Rules and Regulations etc. The contractor shall keep SECI and its officials indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of provision of any Acts, Rules and Regulations as may be applicable from time to time. Action also can be taken under section 406 of the IPC in cases where an Contractor deducts contributions from the wages of his employees but does not pay the same to the ESIC which amounts to criminal breach of trust.
- 2.9** The contractor can claim for the increase in minimum wages and resultant increase in PF, ESI and Bonus components etc and any other increase in relation to wages/taxes announced by the GNCTD/Central Government from time to time (whichever is higher) which will be compensated by the owner only for the actual amount increased so as to enable the contractor to meet the statutory obligation
- 2.10** For any infringement of these provision, SECI shall be at liberty to rescind the contract, without any liability to any compensation whatsoever to the contractor.
- 2.11** If SECI or its authorized officers are not satisfied with the manner or performance of the services provided by the contractor, then they will take such remedial measures as it may be called upon to do to the entire satisfaction of SECI.
- 2.12** In case of dispute the decision of the Controlling officer (Not below the rank of General Manager) will be final and binding upon the contractor. Any dispute or differences arising out of the agreement, which cannot be amicably settled, shall be resolved by the SECI, whose decision shall be final and binding on both the parties.
- 2.13** The Service Provider /Contractor shall make regular and full payments of wages/salaries and other payments to the employees and furnish necessary proof, as and when demanded by the officer-in-charge.
- 2.14** The service provider/contractor shall maintain all registers, returns, forms etc., required under various Acts which will be inspected by SECI as well as appropriate authorities time to time. The engagement of outsourced person shall be purely on temporary basis. the service provider / contractor shall at all times make it absolutely clear to the staff hired by them in

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SECI that such deputed have no claim whatsoever for any regular employment in SECI. Any staff hired for SECI can be removed at any time by giving notice to the service provider and he will have to provide suitable replacement acceptable to SECI within two working days

2.15 The Service Provider/Contractor shall ensure that only authorized employees enter the premises of SECI, with proper identity proofs wherever required.

2.16 No escalation will be payable on the final quoted price during the validity of the contract (Excluding the statutory variations). However, for the purpose of payment to contractor, minimum wages plus 25% in minimum wages, will be taken as the rates prevailing in the concerned month notified by the Government of NCT of Delhi/Central Govt. of India from time to time (whichever is higher) notwithstanding the rates mentioned in the BOQ above. The amount of statutory contributions e.g. PF, ESI & BONUS rates will also be suitably computed as per prevailing rates. The contractor has to pay to the Professional Support Staff by 05th calendar date of every month and maintain necessary records prescribed in the statutes and or as directed by the officer in charge.

3. ELIGIBILITY CRITERIA

- a) This is an open tender for the eligible Professional Support Staff outsourcing firms who fulfil eligibility criteria laid down in the tender documents. The tenders for this contract will be considered only from those firms/ companies who meet the requisite eligibility criteria as mentioned in Eligibility Criteria at 3.1 of NIT and technical criteria as mentioned in the Technical Eligibility Criteria at 3.2 of NIT.
- b) The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Government owned Enterprises, Limited Liability Partnership Firms, Partnership Firms or Proprietorship firms.
- c) Any kind of Technical or Financial JV/Consortium is not allowed under this Tender Document
- d) The offers submitted without documentary proof shall not be evaluated and will be liable for rejection without any further correspondence in any manner. However, SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder.
- e) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a tender will be an offence under laws of India. Such action will result in the rejection of the tender, in addition to other punitive measures

3.1 TECHNICAL ELIGIBILITY CRITERIA

- a) The bidder should have successfully executed contracts of similar nature in its previous years. Similar nature of work means, Supply of Skilled, Semi-Skilled & Unskilled Professional Support Staff to the Govt./Autonomous Bodies/PSUs/JVCs of PSUs on hiring basis.

And

- b) The Tenderer(s) should have successfully executed/completed at least one single similar work order of value of **01 (One) Crore or more** during any of the last three financial years (i.e. current financial year, up to last date of tender submission and previous three financial years) for any Govt./Autonomous Bodies/PSUs/JVCs of PSUs

And

- c) Is Registered with EPF, ESIC authorities

And

- d) Is a Service Tax registered entity

The tenderer shall submit details of similar work experience in the Performa of Format VI under Section V under Forms & Formats along with documentary proof such as client's certificates clearly indicating the required details as numbers of different categories of Professional Support Staff supplied, commencement and actual completion date and contract amount payable etc.

3.2 FINANCIAL ELIGIBILITY CRITERIA

Annual Turn Over:

The participating Bidder should have a Minimum Average Annual Turnover of **Rs 1.2 Crores** for the last 3 financial years preceding the Bid Deadline. In case the audited annual accounts for the year 2016-17 are not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years.

Financial data for latest last three audited financial years has to be submitted by the bidder in Format VII under Section VI of Forms & Formats of NIT along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an undertaking certifying that 'the balance sheet has actually not been audited so far'.

3.3 The tender submission of tenderers, who do not qualify the technical eligibility criteria & Financial criteria stipulated in the clauses 3.1 & 3.2 above, shall not be considered for further evaluation and therefore would be rejected. However, SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder. The mere fact that the tenderer is qualified as mentioned in clause 3.1 & 3.2 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender as prescribed.

3.4 Non-compliance of any of the above conditions will result in technical disqualification of the party. Financial bid of the technically disqualified party(s) will not be considered.

4. OTHERS DETAILS

4.1 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Section II to the satisfaction of SECI

4.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures /pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and

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stamped by the authorized signatory of the Bidder

- 4.3 Late tenders (Bid Processing Fee and EMD received after end date and time of submission of tender) shall not be accepted under any circumstances
- 4.4 SECI takes no responsibility for delay, loss, or non-receipt of the Bid Processing Fee and EMD sent by post/courier
- 4.5 SECI reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the SECI for rejection of his proposal
- 4.6 SECI shall award work after evaluation looking into feasibility, capacity, and competency of the agency

SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC) AND INSTRUCTIONS TO BIDDERS (ITB)

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1 In this TENDER (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 **ARBITRATOR** means the person or persons appointed by agreement between the owner and the Contractor to make a decision on or to settle any dispute or difference between the owner and the Contractor referred to him or her by the parties.
- 1.1.2 **BID** means the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the Tender, in accordance with the terms and conditions hereof.
- 1.1.3 **BIDDER** means Bidding Company/ Expert submitting the Bid. Any reference to the Bidder includes Bidding Company/ Experts including its successors, executors and permitted assigns as the context may require.
- 1.1.4 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.5 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.1.6 **CONTRACT** shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 1.1.7 **CONTRACTOR/ SUCCESSFUL BIDDER** means the person or the persons, firm or Company or corporation whose tender has been accepted by the Owner and includes the Contractor's legal representatives his/ her successors and permitted assigns.
- 1.1.8 **CONTROLLING OFFICER** means the authorized Controlling Person/body of the contract from Human Resource P&A Department of designation not below the rank of General manager or as suitably appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner
- 1.1.9 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.10 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender.
- 1.1.11 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by Solar Energy Corporation of India Limited/ Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.1.12 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Allocation from which the Time for Completion shall be determined.

- 1.1.13 **NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the owner notifying the Contractor that his bid has been accepted.
- 1.1.14 **OFFICER IN CHARGE** means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.1.15 **OWNER** means here in the context of this Tender Document as Solar Energy Corporation of India Limited, New Delhi shall include the legal successors or permitted assigns of the Owner.
- 1.1.16 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.1.17 **SITE** means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.18 **TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.1.19 **WEEK** means a period of any consecutive seven days.
- 1.1.20 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.

INTERPRETATIONS

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

2. SERVICE POINTS & TIMINGS

The contractor shall be required to provide Man power as and when required at the Registered address of Solar Energy Corporation of India Limited at the earliest.

3. CONTRACTOR'S TAX LIABILITY

Contractor is liable to pay all taxes, duties, royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the Professional Support Staff supplied by the tenderer, overheads etc. **except Service Tax** which shall be reimbursed by SECI on actual against documentary proof based on tax invoices raised by the tenderer. 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 any change in application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties.

4. DUTY HOURS

The duty hours of the staff deployed will be 8 hrs per day and 26 days in a month with 4 rest days. Working hours will be between 9.30 AM to 06.00 pm including half an hour lunch break. However, the duty of the deployed staff will commence from such time as may be directed by officer-in-charge. The personnel may be called on and after beyond working/office hours as required by Officer-In-charge

5. CONTRACTOR'S LIABILITY TOWARDS INDEMNITY

- 5.1** The service provider /Contractor shall indemnify and hold harmless SECI, its Directors & employees against any claims demands, losses damages, penalties, any claim under the payment of Wages Act, 1936, and/or the Minimum Wages Act, 1948 or any statutory obligation arising out of any other Act or Acts or on behalf of any person employed by him
- 5.2** The service provider /Contractor shall also indemnify SECI and every member, officer and employees of the Company against all actions, proceedings, claims, cost and expenses whatsoever in respect of or arising out of any failure by the Contractor or arising from any breach or non- compliance whatsoever by the service provider or any of the persons deployed by it in the performance of the obligations under this contract.

6. CONTRACT PERIOD

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

7. CONTRACTOR'S LIABILITY

- 7.1** The contractor shall maintain adequate Professional Support Staff as per requirement. The contractor shall provide

the required personnel for a shorter period also, in case of any exigencies as per the requirement of the SECI office.

- 7.2 Contractor shall, on award of the contract, furnish the list containing names and address of the Professional Support Staff which he proposes to deploy with SECI along with their Police Verification reports.
- 7.3 Contractor shall, on day to day basis, find out whether the deployment is full and in case of absentees he shall make replacement immediately. The payment in respect of the overlapping period of replacement / substitute shall be the responsibility of the survive provider / contractor.

8. TERMINATION OF CONTRACT

- 8.1 If it is found that the quality of works carried by the contractor and /or the services rendered are unsatisfactory or that the contractor has violated any terms and conditions of the contract and agreement, then in that event, the SECI will be entitled to terminate this contract at any time without assigning any reasons whatsoever.
- 8.2 If at any stage during the period of the contract any case involving moral turpitude is instituted in a Court of Law against the contractor or his employees. The Corporation reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the company whatsoever.

9. APPLICABLE LAW

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

10. SETTLEMENT OF DISPUTES

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion and whether before or after the determination of the contract shall be referred by the Contractor to the owner and the owner shall within a reasonable time after their presentation made and notify decisions thereon in writing. The decisions, directions, classification, measurements, drawings and certificates with respect to any matter the decision of which is specially provided for by these or other special conditions, given and made by the owner or by the Controlling Officer/Officer-in-charge on behalf of the owner, are matters which are referred to hereinafter as accepted matters and shall be final and binding upon the Contractor and shall not be set aside on account of any infirmity, omission, delay or error in proceedings, in or about the same or any other ground or for any other reasons and shall be without appeal.

In the event of any dispute or difference between the parties hereto as to the operation of this contract or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or as to the withholding by SECI of any certificate to which the Contractor may claim to be entitled to or if the owner fails to make a decision within a reasonable time, then and in any such case, the Contractor after 30 days of presenting his final claim on disputed matter may demand in writing that the dispute or differences be referred to arbitration. Such demand for arbitration shall

of which the demand has been made and no other, shall be referred to arbitration. Obligations during pendency of arbitration work under the contract, shall unless otherwise directed by the owner/Engineer, continue during the arbitration proceedings and no payment due or payable by the owner shall unless withheld on account of such proceeding, provided however, it shall be open for the arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.

11. ARBITRATION

Matters in question, dispute or differences to be arbitrated upon shall be referred to for decision to a sole arbitrator who shall be nominated person appointed by Management of SECI, whose decision shall be final and binding on the Contractor. The work shall be continued as per programme during the pendency of arbitration.

12. AMENDMENT TO TENDER DOCUMENTS

- 12.1** At any time prior to the deadline for the submission of tenders, the Controlling officer (Not below the rank of General Manager) may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment. A prospective bidder requiring any clarification of the tender documents may send their queries on E-mail/Letters not later than the date of seeking clarifications given NIT.
- 12.2** Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should download such addenda and consider them in the tender submittal.
- 12.3** In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the Controlling Officer or the owner may, at his discretion, extend the deadline for the submission of tenders.

13. TENDER/BID VALIDITY

The Tender shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the last due Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the owner may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his EMD. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD for the period of the extension.

14. EARNEST MONEY DEPOSIT (EMD)

- 14.1** The bidder shall be required to submit a sum as specified in the **Bid Information Sheet** as Earnest Money Deposit, for keeping the offer open till such date as might be specified in the tender. Bids not accompanied with Earnest Money Deposit as provided in the **Bid Information Sheet** shall be summarily rejected. The Earnest Money Deposit will be having a validity of 180 days from the last Due date of Bid submission.

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- 14.2** It shall be understood that the Tender Document has been issued to the bidder and the bidder is permitted to bid in consideration of the stipulation on his/her part, that after submitting his/her bid, he/she will not withdraw from his offer or modify the terms and conditions thereof in a manner not acceptable to SECI.
- 14.3** If the bidder fails to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- 14.4** The EMD of the successful bidder will be returned after submission of Performance Security as defined in this Tender Document and obtaining confirmation.
- 14.5** The EMD of the unsuccessful bidders shall be returned to them within one month of issue of NOA to the successful bidder. However, no interest will be payable thereon.
- 14.6** In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the bidder/s will be forfeited.
- 14.7** In case the bidder withdraws the bid before bid opening, then the EMD of the respective bidder shall be forfeited.
- 14.8** In case the bidder withdraws or varies the bid any stage before award of the contract, then the EMD of the respective bidder shall be forfeited

15. PERFORMANCE SECURITY

- 15.1** Against this contract, within 30 days from the issuance of the Notification of Award (NOA) from owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract. The value of the Performance Security shall be **Rs 15,00,000/- (Rs Fifteen Lacs only)** which is derived on the basis of estimated contract value, BG validity of which should remain up to 90 days beyond the contractual Period/Defect Liability Period as defined in the Tender Document. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.
- 15.2** Bank Guarantee towards Performance Security shall be from any Indian scheduled Bank as given in Format XI or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Mentioned Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

This Bank Guarantee shall be valid for a period of 90 days beyond the Contractual Period/Defect Liability Period as defined in the Tender Document.

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

15.4 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

15.5 The Performance Security has to cover the entire contract value including extra works/ services also. As long as the Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Performance Security.

15.6 Further, any delay beyond 30 days shall attract interest @ 1.25% per month on the total Performance Security amount, calculated on pro-rata basis accordingly. owner at its sole discretion may cancel the work & forfeit 100% of EMD, in case Performance Security is not submitted within 60 days from issuance of NOA. However, total project completion period shall remain same. Part Security shall not be accepted.

16. PAYMENT TERMS

16.1 The payment shall be made by SECI at the end of every month's billing period within 30 days of bills submission based on the actual duties performed by the contractor and based on the documentary proof jointly signed by the Controlling Office or his representative / personnel authorized by him. The same shall be verified by the deputed Officer in Charge/Project Manager. No other claim on whatsoever account shall be entertained by SECI. The payments made by SECI shall, however, be subject to necessary deductions on account of penalty imposed by SECI, if any, on the contractor, TDS, Service Tax under reverse charge as applicable, etc.

16.2 The contractor shall arrange to submit the monthly bills to SECI within 15 days from the close of billing period and with the monthly bills the contractor shall be required to submit the following:

- The Placement Agency shall make all payments including wages to its personnel on or before 5th of every month through NEFT / RTGS. After making the payment, the Placement Agency shall raise the bill / claim to SECI for payment / reimbursement of such amount along with payment of proof
- Details of deployment, shall be duly verified by executive concerned and forwarded by Officer in Charge/Project Manager. Further a summary of the bill shall be attached.
- Invoice, duly taking into account deployment as prescribed.
- Bank Transfer details to corroborate the payment.
- Copy of previous month's contract specific EPF Challan.
- Copy of previous month's contract specific ESI Challan.
- Details of Bonus paid to all terminated / resigned contracted employees, employee wise, of the previous month.
- Necessary undertakings, if applicable.
- Any other supporting document as demanded by SECI for the Contractor's payment purposes.

17. PENALTY CLAUSE

At the sole description of Controlling Officer, Penalty for deficiency in services may be imposed & recovered from the Contractor, if required. Details of deficiencies are given as under

S. No	Offence	Penalty (with or without warning) applicable on each occasion basis
1	Poor dress code	Rs.200/-
2	Undue use of Mobile Phones on duty/Listening of Music on Mobile/ other devices on duty	Rs.200/-
3	Improper cleanliness near their deputed work place	Rs.200/-
4	Less number of personnel deployed wrt prescribed requirement	Rs.250/- Per Person Per Occasion
5	Absent, Late reporting, leaving place of duty before schedule Time or without informing	Rs.500/-
6	Public Complaint on any account	Rs.500/-
7	Officer/Employee complaint	Rs.500/-
8	Non-compliance(s) of any other provision of Agreement, labour laws, ESI, PF or as pointed out by owner/SECI	Rs.1000/-

18. STRUCTURING OF BID SELECTION PROECSS

A Single Stage Two envelop Bid system has been envisaged under this Tender Document i.e. Bidders have to submit both Techno-commercial bid and financial bid together in response to this Tender Document in separate sealed envelopes. Bids not accompanied with EMD and Bid Processing fee will be summarily rejected. In the first stage, Techno-commercial bids shall be evaluated as per Minimum Eligibility Criteria and acceptability of technical specification for Professional Support Staff Agencies separately and the list of short listed Bidders shall be intimated. In the second stage, financial bids submitted by the short-listed Bidders shall be evaluated in which the lowest (L1) Bid for the complete scope of Work will be considered as successful bidder.

19. FINANCIAL BIDS

- The prices quoted in the financial bid should be without any conditions.
- The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Format
- The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- The Financial bid shall be on a fixed price basis and, no price variation on any account shall be considered.
- Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- The envelop consisting of Financial Offer shall be marked as “**Envelope II - Financial Bid**”
- Prices quoted will be firm for the entire period of Contract.
- It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the financial bid.

Notice inviting Tender for engaging Agency for hiring of Professional Support Staff



- ix) The financial bid should include incidental charges and customization charges if any.
- x) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- xi) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- xii) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in the Form of Bid, his tender may be summarily rejected.
- xiii) If there is a discrepancy in the Unit Rate mentioned against each individual item & the total price, then the unit rate for the items individually will be taken as final & binding.

20. DEVIATIONS

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

21. WITHDRAWAL OF BIDS

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

22. CLARIFICATIONS OF THE BIDS

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

23. CANVASSING

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

24. RIGHT OF ACCEPTANCE/REJECTION OF BIDS

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

25. AWARD OF CONTRACT

SECI shall issue **Notification of Award (NOA)** in duplicate to the successful bidder in writing by a Registered Letter/Courier/Speed Post or per bearer. Duly signed and stamped duplicate copy of NOA has to be returned by the selected bidder within two weeks of issuance of NOA as a token of acknowledgement of the contract. Issuance of NOA against an offer made shall constitute a legal and binding contract between SECI and the selected bidder. Successful bidder is required to submit

Performance Security as per the format and timeline defined in this Tender Document. Duly signed

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and stamped Contract Agreement (CA) on stamp paper of requisite value has to be signed with SECI within four weeks of issuance of NOA. In case of non-response by the successful bidders against the NOA, owner/SECI may take appropriate actions for the successful execution of the subject Tender

26. METHOD OF BID SUBMISSION

The Techno Commercial & Price Bids in response to this Tender Document shall be submitted by the Bidder in the manner as provided below.

(A) ENVELOPE- I (TECHNO COMMERCIAL ENVELOPE)

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN OFF-LINE MODE AS HARD COPIES ONLY

The Bidder shall submit Techno Commercial Proposal as per the Eligibility documents asked in the Tender Document. Envelope shall be super scribed as “**Techno Commercial Documents for Agency for the hiring of Professional Support Staff at SECI**” comprising of following Documents

- i. Bid Processing Fee as prescribed in the Tender Document
- ii. Covering Letter as per Format I.
- iii. General particulars of the Bidder as per the Format II
- iv. Earnest Money Deposit as prescribed in the Tender Document
- v. Experience Details as per Format VI
- vi. Turnover of last 03 years as per Format VII
- vii. No Deviation Confirmation as per Format VIII
- viii. E Banking Mandate Form as per Format IX
- ix. Power of Attorney as per Format X along with board resolution for such authorization
- x. Declaration of the Relationship as per Format XII
- xi. Signed and stamped Copy of Tender Document Documents including amendments (If any) & clarifications by Authorised signatory.
- xii. Copy of valid Service Tax Registration certificate.
- xiii. Copy of registration under EPFO.
- xiv. Copy of registration under ESI.
- xv. Copy of PAN Card
- xvi. An undertaking that the agency has not been blacklisted by any Government Department/Autonomous bodies or any of its branch as on the date of submission of the bid.
- xvii. Income Tax Registration & DVAT registration certificate to be submitted

(B) ENVELOPE II (FINANCIAL ENVELOPE)

PRICE BID(S) QUOTING % OF CHARGES / % COMMISSION OFFERED AS PER THE FINANCIAL PROPOSAL FORMAT V OF SECTION V UNDER FORMS & FORMATS ARE TO BE SUBMITTED IN OFF-LINE MODE ONLY AS HARD COPIES

The Bidder shall submit Price Bids in the given Format only. Envelope shall be super scribed as “Price Bid for the Agency for the hiring of Professional Support Staff at Solar Energy Corporation of India Limited, New Delhi “

The Sealed Techno-commercial Envelope (Envelope I) and Financial Envelope (Envelope II) shall be placed in a Bigger Single Envelope which shall have the Sticker details as mentioned under clause no 28 & will be sent as per the provision mentioned under clause no 27 below.

27. TECHNO COMMERCIAL & PRICE BIDS PROPOSAL DUE DATE

The Bidder should submit the Techno Commercial & Price Bid Proposals in offline Mode only in Hard Copies so as to reach the address indicated below by 1800 HRS (IST) on or before 05/06/2017 in the name of

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

28. STICKER FOR THE BID ENVELOPE

The Sealed Techno-commercial Envelope (Envelope I) and Financial Envelope (Envelope II) shall be placed in a Bigger Single Envelope which shall have the following Sticker details:

Response to Tender Document for “the Agency for the hiring of Professional Support Staff at SECI”	
Tender Document No.	
Due Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)

Bid Submitted to

SOLAR ENERGY CORPORATION OF INDIA LIMITED,
1st Floor, A-Wing, D-3, District Centre
Saket, New Delhi-110017, Tel: 011-71989290

Important Note: The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

29. CLARIFICATIONS AND PRE-BID MEETING

Not Applicable

30. ZERO DEVIATION

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

31. Default in Contracts obligation

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

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

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

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

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

32. CORRESPONDENCE

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

Name	Contact Number	Email id
Sh. Sanjay Sharma	011-71989256	contracts@seci.co.in
Sh. Brijesh Kumar	011-71989253	bkumar@seci.co.in
Sh. Naveen Mehto	011-71989250	nmehto@seci.co.in
Sh. Sandeep Kumar	011-71989290	contracts@seci.co.in

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

SECTION IV

EVALUATION CRITERIA

1. EVALUATION OF TENDERS

- 1.1 **General Evaluation:** First of all, it will be determined whether each tender is accompanied with the valid EMD & Bid Processing Fess i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid EMD & Bid Processing Fees shall be liable for rejection and may not be evaluated further. However, SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder. Other aspects of general evaluation will be done as per **clause No. 3.1 & 3.2 of NIT**
- 1.2 **Evaluation of minimum eligibility criteria-** This evaluation will be done to check if the tenderer qualifies the minimum eligibility criteria of “**work experience**” & “**Financial standing**” as laid down in Clause No. 3.1 and 3.2 of NIT. Tenderers, which do not qualify in any of the minimum eligibility criteria or bid criteria, shall not be considered for further evaluation and shall be rejected.
- 1.3 **Evaluation of Responsiveness-** The owner will determine whether each tenderer is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity or query, SECI may seek clarifications so as to get the genuine queries addressed & resolved. However, even after the clarifications sought, if inconformity persists then the Bids will be liable to be rejected.
- 1.4 **Evaluation of the Financial Bids:** The evaluation of financial proposals by the owner will take into account, in addition to the tender amounts, the following factors:
 - a. **Lowest Bidder (L1) of the % of Charges / % Commission offered as per Format V under Section V of Forms & Formats**
 - b. **% of Charges / % Commission offered by the Lowest Bidder (L1) mentioned above shall be evaluated exclusive of the Service Tax**
 - c. Offers, deviations and other factors, which are in excess of the requirements of the tender documents shall not be taken into account in tender evaluation.
 - d. Any alteration in BOQ will not be given any cognizance.

2. AWARD OF CONTRACT

- 2.1 **SECI will award the contract of “Agency for hiring of the Professional Support Staff” to the Lowest Bidder (L1) of the % of Charges / % Commission offered as per Format V under Section V of Forms & Formats** to the Contractor/Bidder whom has been determined to be substantially responsive, technically & commercially suitable, complete & in accordance with the tender document.
- 2.2 In case of a tie, when the evaluated Financial offers of two or more Technically qualified bidders are same and Lowest (i.e. L-1), then the Bidder having higher Net Worth will be recommended for the Notification of Award (NOA).

Notice inviting Tender for engaging Agency for hiring of Professional Support Staff

- 2.3 SECI will notify the successful bidder in writing, through NOA (Notification of Award), that his tender has been accepted. The issue of the NOA shall constitute the formation of the contract, and the tenderer shall commence the work and start the services supply of Professional Support Staff immediately thereafter.
- 2.4 The Letter of NOA would be sent in duplicate to the successful bidder who will return one copy to SECI duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within two weeks from the date of issue of NOA. The date of commencement of services will be notified to the successful bidder in the NOA issued
- 2.5 No correspondence will be entertained by SECI from the unsuccessful bidders.
- 2.6 Upon Letter of Acceptance being signed and returned by the successful bidder SECI will promptly notify the unsuccessful bidders and would start the process of discharge / return of their EMDs.

SECTION V

FORMS & FORMATS

Covering Letter

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

Date: _____

Reference No: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To _____

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

Sub: Response to Tender Document No-----dated ---- for Tender document for Agency for hiring of Professional Support Staff at SECI.

Dear Sir,

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

1. We give our unconditional acceptance to the Tender Document, dated [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Tender Document, the same have been initialled by us and enclosed with the response to Tender Document.
2. We have enclosed Bid Processing Fees of Rs....., in the form of DD/ Bankers Cheque[*Insert DD/Bankers Cheque number*] dated [*Insert date of DD/Bankers Cheque*].
3. We have enclosed Earnest Money Deposit of Rs....., in the form of DD/ Bankers Cheque.....[*Insert DD/Bankers Cheque No*] dated [*Insert date of DD/Bankers Cheque*].
4. We have submitted our response to Tender Document strictly as per Section V (Forms & Formats) of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
6. Familiarity with Relevant Indian Laws & Regulations:
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Bidder.

7. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
8. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from SECI.
9. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.
10. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
11. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred and eighty days (180) days from the date of opening of tender).
12. Contact Person

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

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

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

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

GENERAL PARTICULARS OF THE BIDDER

Name of the Company/Bidder	
Registered Office Address in case of Company	
Address of the Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the Bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Reference of any document information attached by the Bidder other than specified in the Tender Document	
Bank Details (Name, Account No, IFSC Code)	
PAN /Service Tax Registration No	

(Signature of Authorized Signatory)

Format-III

FORMAT FOR PERFORMANCE SECURITY BANK GAURANTEE

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Bidder') submitting the response to Bid inter alia for "Agency for the hiring of Professional Support Staff at Solar Energy Corporation of India Limited (SECI)" in response to the Tender dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of[insert the name of the selected Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award No ----- to (Insert Name of selected Successful Bidder) as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s -----, if applicable]. As per the terms of the tender, the ----- [insert name, branch code & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s ----- [Insert name of the selected Successful Bidder]

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

Our liability under this Guarantee is restricted to Rs. ----- (Rs. ----- only).

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

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

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

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

GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

Notice inviting Tender for engaging Agency for hiring of Professional Support Staff



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

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

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

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

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

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address. Dated this ____ day of ____, 20__ Witness:

1. _____

Signature

Name and Address

2. _____

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed as per Format XI

3. Bank Contact Details & E Mail Id to be provided

Format-IV

FORMAT FOR EARNEST MONEY DEPOSIT

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

Ref. _____

Bank Guarantee No. _____

Date: _____

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

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

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

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

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

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

The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of this NIT] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Bank Contact Details & E Mail Id to be provided

FINANCIAL PROPOSAL

(On Bidder's letter head)

To,

[Date and Reference]

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

**Sub: Response to Tender Document for Agency for the hiring of Professional Support Staff at SECI
vide Tender Document No.-----**

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal in Reference to Annexure A of Section VI for selection of our company for Agency for the hiring of Professional Support Staff at SECI as a Bidder. I/ We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of tender or such further period as may be mutually agreed upon.

Mentioned below is the % of Charges / % Commission offered for the Services of Deploying Professional Support Staff at Solar Energy Corporation of India Limited

PROFORMA FOR QUOTING THE RATES FOR ENGAGEMENT OF AGENCY FOR PROFESSIONAL SUPPORT STAFF

Sr. No.	Particulars	Rate %
1.	% of Charges / % Commission offered of Monthly Total Billing Amount (Exclusive of Service Tax)	

Yours faithfully, (Signature, name and designation of the Authorized Signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the Tender Document.

PROFORMA: - WORK EXPERIENCE

1. Name of the Firm/Company
2. Address of the Firm / Company: -
.....
3. EPF account No: -
4. ESI Registration No: -
5. Pan No. of the Firm /Company: -
6. Service Tax Registration No: -
7. Details of Work Experience: -

1. Name of Work	WORK-I	WORK-II	WORK-III
2. Agreement/Work Order Reference			
3. Name of Client			
4. Nos. of Professional Support Staff supplied			
5. Date of start			
6. Actual date of completion			
7. Total value of work done on completion			
NOTE:			
<p>Only the value of contract as executed by the tenderer in his own name should be indicated.</p> <p>All the details should be supported by documentary proof e.g. client's certificates clearly indicating the required details as numbers of different categories of Professional Support Staff supplied commencement and actual completion date and contract amount payable etc.</p>			

Format-VII

Format for Turnover for last 03 (Three) financial years

(i.e. Current financial year up to date of submission of tender & 3 preceding financial years)

S No	Financial Year	Turnover	Remarks
1	2014-15		
2	2015-16		
3	2016-17		

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

- Copy of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2017
- In case, audited balance sheet for FY 2016-17 is unavailable, audited balance sheet(s) for FY 2013-14, FY 2014-15 & FY 2015-16 needs to be submitted.

Date:

Signature of Chartered
Accountant with Seal

Seal and Signature of Tenderer

Witnesses:

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY CORPORATION OF INDIA LIMITED

SUB:

TENDER NO:

Dear Sir,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

FORMAT -IX

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

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

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

(Signature of 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)

POWER OF ATTORNEY

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

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

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

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

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

Signed by the within named

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

through the hand of

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

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.

(Signature)

Name.....

Designation

2.

(Signature)

Name.....

Designation

Notes:

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

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

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

Format-XI

List of Banks

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	1. IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
NATIONALISED BANKS	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.

Notice inviting Tender for engaging Agency for hiring of Professional Support Staff

11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	

Format XII

Declaration on Bidder's relation to Directors

(On bidders' Letter head)

This has reference to Tender/NIT No **SECI/C&P/CM/2017/02** for engaging Agency for the hiring of Professional Support Staff at Solar Energy Corporation of India Limited, New Delhi

We certify & endorse that to the best of my/our knowledge;

- I/We am/are not a relative of any Director of SECI;
- I/We am/are not a firm in which a Director of SECI or its relative is a partner;
- I/We am/are not a partner in a firm in which a Director of SECI, or its relative is a partner;
- I/We am/are not a private company in which a Director SECI is a member or director;
- I/We am/are not a company in which Directors of SECI hold more than 2% of the paid-up share capital of our company or vice-versa.

Authorised Signatory of the Contracting Party

Place & Date

SECTION VI , ANNEXURE "A"												
Reference Document as Annexures “A” for the Payment Methodology												
	(This BOQ template must not be modified/replaced by the bidder and is for refernce only, so as to understand the Total payments to be paid to the deployed Contract manpower by the Contractor											
S No	Item Description	Manpower Deployed	Unit of Measurement (UOM)	Quantity (No of Months in 02 years)	Category as per labour Laws	Applicable Minimum wages for 08 Hours duty, 26 days in a month	Additional 25% on Minimum Wages based on approval from competent authority & sole description of SECI	PF Contribution @ 13.36%including Admin charges @1.36%	ESI Contribution @ 4.75%	Applicable Bonus @ 8.33%	Minimum Wages amount payable per shift (if workman continues for applicable period making him eligible for PF,ESI and Bonus)	Monthly Exp nditure (In Rup es) Col.28 the =Col.4*Col.16)
1	2	4	5	8	9	10	10A	11	12	13	16	28
1	Office Boy/Dak Runner/Care Taker/Field Helper	20	Month	24	Unskilled	13350	16687.5	2229.45	792.65625	1390.07	21099.7	421993.5
2	Drivers	10	Month	24	Skilled	17604	22005	2939.87	1045.2375	1833.02	27823.1	278231.22
	Total Expenses											700224.72
	% of Service Charges/Service Commission to be paid on the total billing amount above											%

** All Manpower Nos are indicative only for Reference