



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

**CIN: U40106DL2011GOI225263**

**1<sup>st</sup> Floor, D-3, Wing A, Religare Building,  
District Centre, Saket, New Delhi – 17**

## **Notice Inviting Tender**

**For**

## **Procurement of STAAD.Pro & AutoCAD Softwares**

**Tender No: SECI/C&P/SOFT/2017/10**

**Dated: 14/06/2017**

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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/SOFT/2017/10**

**Date: 14/06/2017**

Solar Energy Corporation of India Limited (hereinafter called "SECI"), invites Techno Commercial & Price bids from the OEMs/Authorized Distributors/Resellers/Channel Partners to participate in the Notice Inviting Tender (NIT) for **"The Supply of STAAD.Pro & AutoCAD Softwares at Solar Energy Corporation of India Limited, New Delhi"**

For the implementation of above mentioned work, Bidders should submit their Technical Commercial & Price Bid proposals complete in all respect in separate sealed covers, super-scribed with **"NIT for the Supply of STAAD.Pro & AutoCAD Softwares at Solar Energy Corporation of India Limited, New Delhi"** & should be sent to SECI office at the following address so as to reach on or before **1800 HRS on 17<sup>th</sup> July, 2017** positively to

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

**DISCLAIMER:**

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

**BID INFORMATION SHEET**

|  |  |
|--|--|
| <b>NIT No. &amp; Date</b>  | <b>Tender No: SECI/C&amp;P/SOFT/2017/10</b><br><b>Dated: 14/06/2017</b>  |
| <b>Broad Scope</b>   | Notice Inviting Tender for the Supply of STAAD.Pro & AutoCAD Softwares at Solar Energy Corporation of India Limited, New Delhi   |
| <b>Delivery Period</b>   | 30 Days from the date of Notification of Award (NOA)   |
| <b>Bid Processing Fee (non-refundable)</b>   | <b>₹ 1000/-</b> (Rs One thousand only) plus Service Tax @ 15% Per Tender, so total <b>Rs 1150/- (One thousand, one hundred &amp; Fifty only)</b> to be submitted in the form of Demand Draft / Banker's Cheque drawn in favour of <b>"Solar Energy Corporation of India Limited, New Delhi"</b> Payable at New Delhi. Bid Processing Fee is to be deposited along with the Tender document submission. |
| <b>Earnest Money Deposit</b>   | <b>₹ 8000/-</b> (Rs Eight Thousand only) in the form of Demand Draft (DD)/Bankers Cheque drawn in favor of <b>"Solar Energy Corporation of India Limited", New Delhi</b> Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format (With a validity of 180 Days from the Due date of Bid Submission). EMD to be deposited along with the Tender document submission.          |
| <b>Last date &amp; Time of Submission of Bids</b>  | <b>17/07/2017 up to 1800 HRS</b>   |
| <b>Opening of Techno Commercial Bids</b>   | <b>18/07/2017, 1100 HRS onwards</b>  |
| <b>Opening of Financial Bids</b>   | <b>To be intimated subsequent to the shortlisting of Techno Commercial Bids</b>  |
| <b>Name, Designation, Address and other details (For Submission of Response to NIT)</b>  | <b>Sh. Sandeep Kumar</b><br><b>Manager (C&amp;P)</b><br><b>Solar Energy Corporation of India Limited</b><br><b>1<sup>st</sup> floor, D-3Wing A, Religare Building</b><br><b>District Centre, Saket, New Delhi – 17</b><br><b>Telephone: 011 71989290, Extension 290</b><br><b>E mail: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></b>   |
| <b><u>Important Note:</u></b><br>1. Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document at SECIs website at <a href="http://www.seci.co.in">www.seci.co.in</a> . 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 <a href="http://www.seci.co.in">www.seci.co.in</a> only |  |

## **1. INTRODUCTION**

- 1.1** Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2** To cater the need of Structural analysis & Design, SECI intends to invite Techno Commercial & Price Bids from the eligible suppliers/Bidders for the Supply of STAAD.Pro & AutoCAD Softwares at Solar Energy Corporation of India Limited, New Delhi.
- 1.3** The bidder should be an OEM or authorized Dealers or authorized distributor or Channel partners or Reseller of the mentioned Softwares viz STAAD.Pro & AutoCAD having authorization for sales and after sales support.
- 1.4** The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must be furnished. Failure to provide the information and/ or documents as required may render the bid technically unacceptable.
- 1.5** The Bidders shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents
- 1.6** This is an open tender for the eligible Software Suppliers/Bidders who fulfil eligibility criteria laid down in the Tender documents. The tenders for this contract will be considered only from those Bidders who meet the requisite eligibility criteria as mentioned in Eligibility Criteria as set out in the Tender document.
- 1.7** Any kind of Technical or Financial JV or Consortium is not allowed under this Tender Document
- 1.8** Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures

## **SECTION II**

# **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

## 1. SCOPE OF WORK

The overall scope of work will include supply of the Softwares including STAAD.Pro & AutoCAD with following detailed Specifications.

### 1.1 Part A: STAAD.Pro Software:

| S No          | Software Particulars             | License           | Quantity |
|---------------|----------------------------------|-------------------|----------|
| <b>PART A</b> |                                  |                   |          |
| 1             | Supply of STAAD.Pro V8i Software | Perpetual License | 1        |

### 1.2 Part B: AutoCAD Software:

| S No          | Software Particulars  | License         | Quantity |
|---------------|---|-----------------|----------|
| <b>PART B</b> |   |                 |          |
| 2             | Supply of AutoCAD 2017Commercial New Single user ELD annual subscription with basic support | 03 Year License | 2        |

- Required Software product as available on the website of the OEM/ Manufacturer must be mentioned along with the relevant link.
- Bidders are required to enclose full technical details of product(s) including specifications with make and model.

## 4. DEFECT LIABILITY PERIOD/WARRANTY PERIOD:

This contract will include Softwares including STAAD.Pro & AutoCAD with 1 year on-site comprehensive warranty and support from date of supply. It will also include free telephonic & e-mail support 24 x 7. **Overall Defect Liability Period for the Softwares will govern for a period of 12 Months**

## 5. REQUIRED QUANTITIES:

5.1 STAAD.Pro V8i Software: 01 (One) No

5.2 AutoCAD 2017: 02 (Two) Nos



## **SECTION III**

# **INSTRUCTION TO BIDDERS AND ELIGIBILITY CRITERIA**

## **1. Bid Information and Instructions to Bidders**

### **1.1 General**

- (a) The Tender Document can be downloaded **free of cost** from SECI's official Website at [www.seci.co.in](http://www.seci.co.in) from the date mentioned in the **Bid Information Sheet**.
- (b) Prospective Bidders interested to participate in the bidding process are required to submit their Techno Commercial & Price Bid Proposals in response to this Tender Document along with a non-refundable Bid processing fee & Earnest Money deposit (EMD) as per the prescribed format also mentioned in the **Bid Information Sheet**. A Bidding Company will be only eligible to participate in the bidding process on submission of Bid processing fee & EMD. In case of any inconformity or query, SECI may seek clarifications so as to get the genuine queries addressed & resolved. SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder.
- (c) It may be noted that SECI will not pay any amount / expenses / charges / fees / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

### **1.2 Bid Submission date**

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

### **1.3 Eligibility Criteria**

#### **1.3.1 General Eligibility Criteria:**

- a) The Bidder 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.
- b) Any kind of Technical or Financial JV/Consortium is not allowed under this Tender Document

#### **1.3.2 Technical Eligibility Criteria:**

- (i) The bidder must have at least 03 (Three) years of experience in the field of supply, installation and support of IT Softwares including STAAD.Pro or AutoCAD or for both.
- (ii) The bidder should be an OEM or authorized Dealers or authorized distributor or Channel partners or Reseller of the mentioned Softwares viz STAAD.Pro or AutoCAD or of both having authorization for sales and after sales support.
- (iii) The bidder should have successfully executed at least 03 (Three) contracts of similar nature (supply of Softwares viz STAAD.Pro or AutoCAD or both) within the past three years as on the date of the Bid Submission.

### 1.3.2 Financial Eligibility Criteria:

The participating Bidder should have a Minimum Average Annual Turnover of **Rs 20 Lacs** for the last 3 financial years i.e. FY 2013-14, FY 2014-15 & FY 2015-16 preceding the Bid Deadline.

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.

### 1.4 Documents to be signed and submitted by Bidders

In case of the Bid submission by a company/organization, the bid shall be signed by the individual legally authorized person to enter into commitments on their behalf. Only one submission of response to Tender Document by each bidder will be permitted.

The documents required under the tender conditions for submission along with the tender are listed at clause no 17 of this Section. The bidder/s are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, the bid may be considered non-responsive and are liable to be rejected.

#### 1.4.1 Documents in Support of Eligibility:

1. Copy of VAT/Sales Tax registration certificate, Service Tax Registration Certificate and PAN.
2. Self-attested copies of supply order and their respective completion certificates for similar orders during last 3 years.
3. Certificate by Statutory Auditor / Practising Chartered Accountant of the Bidding Company in support of turnover along with audited copies of annual accounts for all the FYs in support of financial capability.
4. A copy of Authorization letters issued by each different OEM of proposed items in Technical Bid to Authorized Distributors/ Partners/ Dealers to participate in the bid and for support to after sale service specific to tender.

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

### 2. Validity of the Response to Tender Document/ Bid Validity

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

### 3. Selection of successful Bidder

After bid opening, Techno-commercial bids submitted by those Bidders who have furnished the processing fee and Earnest Money Deposit shall be evaluated by SECI on the basis of Minimum Eligibility Criteria. The evaluation of bids shall be carried out as described in Section IV.

#### 4. Earnest Money Deposit (EMD)

- (i) 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
- (ii) It shall be understood that the Tender Document has been issued to the bidder and the bidder is permitted to bid in considerations 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.
- (iii) If the bidder fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- (iv) The EMD of the successful bidder will be returned after submission of Performance Security as defined in this Tender Document and obtaining confirmation of the same from the Bank.
- (v) The EMD of the unsuccessful bidders shall be returned to them within one month of issue of Notification of Award (NOA) to the successful bidder. However, no interest will be payable thereon.
- (vi) 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.
- (vii) 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.

#### 5. Performance Security: Not Applicable

#### 6. Structuring of Bid Selection Process

A single stage Two envelop system has been envisaged under this Tender Document i.e. Bidders have to submit both Techno-commercial and financial bid together in response to this Tender Document in separate sealed envelopes in Offline mode in Hard copies only, as given in the Tender Document. Bids not accompanied with Bid Processing fee & earnest Money Deposit (EMD) 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 Softwares and accordingly the list of short listed Bidders shall be evaluated. In the second stage, financial bids submitted by the short-listed Bidders shall be evaluated in which the lowest (L1) Bid for the scope of Work will be considered as a successful bidder.

#### 7. Financial Bid

- i) The prices quoted in the financial bid should be without any conditions.
- ii) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Format V
- iii) The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.

- iv) The Financial bid shall be on a fixed price basis and, no price variation on any account shall be considered.
- v) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- vi) The envelop consisting of Financial Offer shall be marked as **“Envelope II Financial Bid”**
- vii) Prices quoted will be firm for the entire period of Contract.
- viii) 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.
- 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.

## **8. Non-Transferable Bid**

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

## **9. 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.

## **10. Deadline for submission of bid**

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

#### **11. Withdrawal of bid**

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.

#### **12. Clarification of the bid**

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

#### **13. Examination of the bids**

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

#### **14. 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.

#### **15. Right to accept any bid or reject all bids**

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

#### **16. Award of Contract**

SECI shall issue **Notification of Award (NOA)** in duplicate to the successful bidder in writing by a E Mail/Courier/Speed Post. Duly signed and stamped duplicate copy of NOA has to be returned by the selected bidder within 02 (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 Limited and the selected bidder. In case of Non-response to the NOA by the successful bidder, SECI may take appropriate

actions further to successfully execute the Tender

Successful bidder is required to submit Performance Security as per the format and timeline defined in this Tender Document. Duly signed and stamped Contract Agreement (CA) on stamp paper of requisite value has to be signed with SECI within 04 (four) weeks of issuance of NOA.

## 17. Method of Bid Submission

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

### (A) ENVELOPE- I (TECHNO COMMERCIAL ENVELOPE)

- **BELOW MENTIONED DOCUMENTS SHALL BE SUBMITTED IN OFF-LINE MODE AS HARD COPIES AT SECI'S REGISTERED OFFICE ADDRESS**

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 the Supply of Softwares including STAAD.Pro & AutoCAD at Solar Energy Corporation of India Limited"** along with following documents

- i. Bid Processing Fee as per 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 per the Tender Document
- v. Technical Bid as per Format VI
- vi. Financial Turnover 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 & copy of Board Resolution for such authorization.
- x. Signed and stamped Copy of Tender Document Documents including amendments & clarifications by Authorised signatory.
- xi. Copy of VAT/Sales Tax registration certificate, Service Tax Registration Certificate and PAN.
- xii. Self-attested copies of supply order and their respective completion certificates for similar orders during last 3 years.
- xiii. A copy of Authorization letters issued by each different OEM of proposed items in Technical Bid to Authorized Distributors/ Partners/ Dealers to participate in the bid and for support to after sale service specific to tender.



## (B) ENVELOPE II (FINANCIAL ENVELOPE)

- **PRICE BID(S) AS PER FORMAT V GIVEN UNDER SECTION VI OF FORMS & FORMATS SHALL BE SUBMITTED IN OFF-LINE MODE AS HARD COPIES AT SECI'S REGISTERED OFFICE ADDRESS**

The Bidders shall submit Price Bids/ Financial Proposals in the given Format. Envelope shall be super scribed as "Price Bid for the Supply of Softwares including STAAD.Pro & AutoCAD at Solar Energy Corporation of India Limited".

Only Hard Copies of the Price Bids are to be submitted.

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 19 & will be sent as per the provision mentioned under clause no 18 below.

## 18. TECHNO COMMERCIAL & PRICE BIDS PROPOSAL DUE DATE

The Bidder should submit the Techno Commercial & Price Bid Proposals in Offline Mode in Hard copies so as to reach the address indicated below by 1800 HRS (IST) on or before 17/07/2017 in the name of

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

## 19. 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 the Supply of Softwares including STAAD.Pro & AutoCAD at Solar Energy Corporation of India Limited". |   |
|---|---|
| Tender Document No.   |   |
| Last Date of Submission   |   |
| Bids Submitted by   | (Enter Full name and address of the Bidder) |



|                             |   |
|-----------------------------|---|
| <b>Authorized Signatory</b> | <b>(Signature of the Authorized Signatory)<br/>(Name of the Authorized Signatory)<br/>(Stamp of the Bidder)</b>   |
| <b>Bid Submitted to</b>     | <b>Solar Energy Corporation of India Limited,<br/>1<sup>st</sup> Floor, A-Wing, D-3, District Centre<br/>Saket, New Delhi-110017, Tel: 011-71989290</b> |

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

## **20. Clarifications/Enquires/ Amendments**

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

## **21. Right to Reject**

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

## **22. Cancellation of Contract**

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

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

## **23. Important notes**

- i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

- ii) If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, SECI reserves the right to reject such response to Tender Document and/or cancel the Contract Agreement, if issued and the EMD/Performance Security provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document
- iii) SECI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- iv) Response submitted by the Bidder shall become the property of the SECI and the SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as per the clause mentioned in the Tender Document.
- v) All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Bidder.
- vi) Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of SECI in this respect shall be final and binding.
- vii) The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the installation and commissioning. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- viii) SECI may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- ix) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- x) Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by SECI.
- xi) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- xii) Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- xiii) Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.**
- xiv) SECI reserves the right to delete items from the schedule of requirements specified in the tender. SECI also reserves the right to alter the quantity and vary specifications.
- xv) SECI reserves the right to make any changes in the terms and conditions of the tender.
- xvi) SECI shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- xvii) SECI will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.
- xviii) The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

## 24. CLARIFICATIONS AND PRE-BID MEETING

Not Applicable

## **25. 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.

## **26. CORRESPONDENCE**

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

| <b>Name</b>           | <b>Contact Number</b> | <b>Email id</b>  |
|-----------------------|-----------------------|--|
| Sh. Sanjay Sharma     | 011-71989256          | <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a> |
| Sh. Prashant Upadhyay | 011-71989239          | <a href="mailto:prashantu@seci.co.in">prashantu@seci.co.in</a> |
| Sh. Sandeep Kumar     | 011-71989290          | <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a> |

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. Bid evaluation

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

Bidders can provide their Bids for Either of Part A (STAAD.Pro Software) or Part B (AutoCAD Software) or for both. Henceforth, Bids based on Full quantity basis & specific software basis are acceptable in this Tender Document

### 1.1 Techno-Commercial Evaluation:

Bidders will be evaluated on the basis of 'Minimum Eligibility Criteria' mentioned at clause 1.3 of Section III and acceptability of technical specifications of Softwares mentioned under clause 1 under Section II. Those bidders who qualify will only be considered for financial bids opening.

### 1.2 Financial Bid Evaluation:

Bidders qualified after Techno-Commercial evaluation shall only be eligible for the financial bid evaluation.

The complete financial proposal (Ref: Format V) consists of the following:

1. **Part A: Total cost of Supply for STAAD.Pro Software**
2. **Part B: Total cost of Supply for AutoCAD Software**

Financial Evaluation of the bid will be done on item wise basis (STAAD.Pro and AutoCAD) to be supplied under this Tender Document.

- 1.2.1 Contract for the supply of STAAD.Pro V8i Software will be awarded to the Bidder, whose Total Cost (TC) for STAAD.Pro V8i Software as mentioned in Format V of Section VI, has been determined to be lowest evaluated offer after evaluating the Financial Bids & has qualified the laid down Techno Commercial Eligibility Criteria of the Tender document.
- 1.2.2 Contract for the supply of AutoCAD 2017 Commercial new single user ELD annual subscription with basic support Software will be awarded to the Bidder, whose Total Cost (TC) for AutoCAD 2017 Software as mentioned in Format V of Section VI, has been determined to be lowest evaluated offer after evaluating the Financial Bids & has qualified the laid down Techno Commercial Eligibility Criteria of the Tender document.
- 1.2.3 If a Bidder has quoted for both the Softwares & is found L1 (Lowest) after Technical and Financial evaluation, then Contract for the supply of both the Softwares will be awarded to such L1 Bidder.

- 1.2.4** Bidders can provide their Bids for Either of Part A (STAAD.Pro Software) or Part B (AutoCAD Software) or for both. Henceforth, Bids based on Full quantity basis & specific software basis are acceptable in this Tender Document.
- 1.2.5** The prices quoted by the Bidders will be inclusive of all taxes, duties and levies as clearly mentioned in the Financial Bid Formats also.
- 1.2.6** All Duties, Taxes [applicable for both Centre and state] and other levies [if any] payable by the Bidder under the Contract, or for any other cause, shall be included in the rates / prices and the total Bid-price submitted by the Bidder.
- 1.2.7** Prices must be filled in format V for Financial Bid enclosed as part of Tender documents under Section – VI. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the Bid is liable to be rejected.
- 1.2.8** Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 1.2.9** 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.
- 1.2.10** 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.
- 1.2.11** Bidders are required to ascertain the correctness of amount related to all the applicable taxes/ duties/ levies as mentioned in the Price Bid while submitting the Price Bids as it will largely impact during the L1 Price assessment at the time of evaluation of price bid.

### **1.3 SERVICE TAX**

- 1.3.1** Bidders are required to submit a copy of the Service Tax Registration Certificate while submitting the bids wherever service tax is applicable.
- 1.3.2** The responsibility of payment of Service Tax lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule 4A of service tax rules, 1994. The invoice shall also contain the following:
- (a) Name, Address & Registration No. of such Person/ Contractor
  - (b) Name & Address of the Person/ Contractor receiving Taxable Service
  - (c) Description, Classification & Value of Taxable Service provided
  - (d) Service Tax Amount, if any.
- 1.3.3** Payments to Service Provider for claiming Service Tax amount will be made provided the above formalities are fulfilled. Further, Owner may seek copies of challan and certificate from Chartered Accountant for deposit of Service Tax collected from Owner.

- 1.3.4 In case CBEC (Central Board of Excise and Customs) brings to the notice of Owner that the contractor has not remitted the amount towards service tax collected from Owner to the government exchequer, then, that contractor shall be debarred of participating in Tenders for period of six months or as per the sole discretion of Owner.
- 1.3.5 In case of statutory variation in Service Tax 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 Service Tax / Statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -
- 1.3.6 Any increase in the rate of non-cenvatable service tax beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of service tax shall be passed on to the Owner.

## **2. SUCCESSFUL BIDDER(S) SELECTION**

- 2.1 The Price Proposal as mentioned by SECI under would stand to be the final contract.
- 2.2 At any step during the selection of Successful Bidder(s), SECI reserves the right to increase/decrease the Tender requirement based on SECIs requirement
- 2.3 The Notification of Award (NOA) shall be issued to all such Successful Bidder(s) selected as per the provisions
- 2.4 Each Successful Bidder shall acknowledge the NOA and return duplicate copy with signature of the authorized signatory of the Successful Bidder to the SECI within 02(two) weeks of receiving of it.

# **SECTION V**

# **GENERAL CONDITIONS OF CONTRACT (GCC)**



## 1. DEFINITIONS & ABBREVIATIONS

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

### Definition of Terms:

- 1.1 In this TENDER (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 **AFFILIATE** shall mean a company that either directly or indirectly
- controls or
  - is controlled by or
  - is under common control with
- a Bidding Company and "control" means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- 1.1.2 **APPROVED** shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.3 **APPOINTING AUTHORITY** for the purpose of arbitration shall be the any person so designated by the Owner.
- 1.1.4 **ARBITRATOR** means the person or persons appointed by agreement between the owner and the Contractor to make a decision on or to settle any dispute or difference between the owner and the Contractor referred to him or her by the parties.
- 1.1.5 **BID** means the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the Tender, in accordance with the terms and conditions hereof.
- 1.1.6 **BIDDER** means Bidding Company/ Authorized Dealer/Authorized Distributors/Resellers/ Channel Partners for the supply of STAAD.Pro & AutoCAD Softwares. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns as the context may require.
- 1.1.7 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.8 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.1.9 **CONTRACT** shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 1.1.10 **CONTRACT DOCUMENTS** mean collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.1.11 **CONTRACTOR'S REPRESENTATIVE** means any person nominated by the Contractor and approved by the owner to perform the duties delegated by the Contractor.

- 1.1.12 **COMPLETION** means that the Facilities have been completed operationally and structurally and put in a tight and clean condition and that all works in respect of pre-commissioning of the Facilities has been completed (wherever required, as per Technical Specifications) and Commissioning followed by Trial - Operation has been completed.
- 1.1.13 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.14 **DEFECT LIABILITY PERIOD** in relation to a work means the specified period from the date of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stands responsible for rectifying all defects that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against Manufacturing/ Fabrication/ Erection/ Construction defects covering all materials plants, equipment, components and the like supplied by the Contractor, works executed against workmanship defects.
- 1.1.15 **DRAWINGS** shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawing as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.
- 1.1.16 **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.
- 1.1.17 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by the Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.1.18 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Allocation from which the Time for Completion shall be determined.
- 1.1.19 **INSTALLATION SERVICES** means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., IT Equipments installation, transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all construction materials required), installation, testing, precommissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.
- 1.1.20 **LANGUAGE FOR DRAWINGS AND INSTRUCTION** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language only.
- 1.1.21 **MNRE** means Ministry of New and Renewable Energy, Government of India.
- 1.1.22 **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.
- 1.1.23 **OFFICER IN CHARGE** means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.1.24 **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
- 1.1.25 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.

- 1.1.26 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.1.27 **TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.1.28 **TIME FOR COMPLETION** means the time within which Completion of the Facilities is to be attained in accordance with the specifications, as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) and “Taking Over” by the Owner is to be attained.
- 1.1.29 **TOTAL CONTRACT PRICE** means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the work, including change order.
- 1.1.30 **WORK** shall mean and include all items and things to be supplied/ done and services and activities to be performed by the Contractor in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the Contract.
- 1.1.31 **WEEK** means a period of any consecutive seven days.
- 1.1.32 **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. Application

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

## 3. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and SECI, shall be written in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

## 4. Use of Contract Documents and Information

The Successful Bidder shall not, without SECI's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of SECI in connection therewith, to any person other than a person(s) employed by the Successful Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

## 5. Delivery Period & Time of Completion of the contract

The delivery and installation period of the supplies as mentioned under the Scope of Work in Section II should be within 45 days from the date of confirmed Notification of Award (NOA) from SECI. Liquidated Damages will be applicable with a grace period of 07 days over & above the mentioned 45 days delivery period as mentioned in subsequent General Conditions of the Contract (GCC) of the Tender Document

## 6. Prices

Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Bidder. All Prices to be based on FOR destination basis delivered at Solar Energy Corporation of India Limited.

## 7. Payment Terms

100% payment of the Software Supply shall be released to the supplier/Contractor within 30 days on credit basis against the submission of original invoices subject to the satisfaction of the consignee with due certification from the Solar/Technical Team.

Payment will be subject to statutory deductions/TDS & Liquidated damages, if applicable

## 8. Liquidated Damages (LD):

- 8.1 Subject to force majeure clause, if the supplier fails to deliver/Complete any or all the goods or perform the services within the time period(s) specified including the additional 07 days grace period, the SECI shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damages, a sum equivalent to ( 1%) One percent of the delivered price of the delayed goods or unperformed, services for each week of delay or part thereof until actual delivery or performance upto a maximum deduction of 10 (Ten) percent of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract and forfeiture of the entire Performance Security amount.

- 8.2** The owner shall as an alternative to Liquidated damages at its option, get work executed elsewhere at the risk and cost of the contractor irrespective of the fact whether the scope of supply is identical to the scope of supply as per the contract or not and in case the owner chooses the alternative course it will be entitled to recover compensations/damages from the contractor irrespective of maximum limit prescribed under clause 8.1 above.
- 8.3** The owner may by giving two weeks' notice to the contractor cancel the contract without prejudice to the owner's right under clause 8.1 and 8.2 any other provisions contained in the contract to determine the contract and claim damages from the contractor.
- 8.4** The contractor shall not raise the question of proving actual loss suffered by the owner consequent on the said delay in completion

## **9. Assignment**

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

## **10. Default in Contracts obligation**

- 10.1** In case of any default or delay in performing any of the contract obligation, SECI reserves the right to recover the actual damages/loss from the successful bidder but in any case, total liability of the Successful Bidder under this contract shall not exceed total contract value/price.
- 10.2** 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.
- 10.2.1** if the Successful Bidder fails to deliver any or all of the Work as required by SECI.
- 10.2.2** if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract.
- 10.2.3** If the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

## **11. Discrepancies between instructions:**

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

## **12. Force Majeure**

- 12.1** Notwithstanding the provisions of tender, the Successful Bidder shall not be liable for forfeiture of its performance security, Liquidated Damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 12.2** For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not

restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a “Force majeure” situation exists or not, shall be decided by SECI and its decision shall be final and binding on the Successful Bidder and all other concerned.

- 12.3** In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, SECI has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.
- 12.4** If a force majeure situation arises, the Successful Bidder shall notify SECI in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify SECI not later than 3 days of cessation of force majeure conditions. After examining the cases, SECI shall decide and grant suitable additional time for the completion of the Work, if required.

### **13. Termination for Insolvency**

SECI may at any time terminate the Contract by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SECI.

### **14. Termination for Convenience**

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

### **15. Successful Bidder Integrity**

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

### **16. Settlement of Disputes**

- 16.1** If any dispute of any kind whatsoever shall arise between SECI and Successful Bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.
- 16.2** If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration.

### **17. In case the Successful Bidder is a Public-Sector Enterprise or a Government Department**

In case the Successful Bidder is a Public-Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of



the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally? The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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

In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, the MD of SECI or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

- 18.1** The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award
- 18.2** The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- 18.3** Notwithstanding any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.
- 18.4** The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 18.5** If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC and a substitute shall be appointed in the same manner as the original arbitrator.
- 18.6** Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
- 18.7** Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

### **19. Limitation of Liability**

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

### **20. 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.**

### **21. Successors and Assigns**

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

upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

## **22. Severability**

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

## **23. Counterparts**

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

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

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

## **25. Statutory Acts**

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

## **26. Bidder to Inform himself**

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

## **27. Successful Bidder Liability**

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

## **28. Indemnity Damages and Insurance**

The bidder shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work.

## **29. Other Conditions**



- a) Any deduction by SECI on the amount of bill due to any pending issue related to the bill period will be paid after receipt of written confirmation by the contractor that the pending issue has been satisfactory attended to. If the pending issue is not resolved till the subsequent bill is submitted, the same shall not be entertained and adjustments made from further payments of the contractor for which he will be responsible.
- b) The contractor shall be liable for any breach, non-performance or delay in carrying out any obligation contained in the contract. In case a job is not attended within one week of reporting, it may be carried out through some other source at the risk and cost of the contractor, after issue of one written warning.
- c) If contractor or their employee shall damage or destroy any Computer and accessories, cable, electric lines etc. at SECI premises, the contractor shall make good the damages at their expenses or in default SECI can deduct the expense from any sums that may be due, or at any time thereafter become due to the contractor under the contract or otherwise.
- d) The SECI shall allow the contractor personnel full access to the hardware, and notify any potential safety or health hazards at the site. SECI would provide suitable working space, communication facilities and storage location for the software, documents and spares.
- e) The contract specifically excludes any damages due to theft, fire, riots, earthquake, floods, accidents etc.
- f) On successful completion of the work and handing over of the systems in perfect working condition to SECI, a Certificate of Completion shall be issued by the Engineer/SECI.
- g) Manuals and Recovery CD etc. if supplied by OEM should also be provided along with the product along with freebies.
- h) The deliverable report shall be either on paper or via email as convenient. Either review or time stamped messages shall authenticate validity.

### **30. CORRUPT OR FRAUDULENT PRACTICES**

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

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

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

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

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

### **31. DEBARRED FROM PARTICIPATING IN SECI'S TENDER**

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

# **SECTION VI**

# **FORMS & FORMATS**

**Format-I**

**Covering Letter**

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

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

Reference No: \_\_\_\_\_

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

Tel. #:

Fax #:

E-mail address#

To

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

Sub: Response to Tender Document No-----dated ----- for Tender document for the Supply of Softwares including STAAD.Pro & AutoCAD at Solar Energy Corporation of India limited, New Delhi.

Dear Sir,

We, the undersigned ..... *[insert name of the 'Bidder']* having read, examined and understood in detail the Tender Document hereby submit our response to Tender Document. We confirm that in response to the aforesaid Tender Document, we including have not submitted more than one response to Tender Document including this response to Tender Document. We are submitting application for Supply of Softwares including STAAD.Pro & AutoCAD at Solar Energy Corporation of India limited, New Delhi.

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 EMD of Rs....., in the form of DD/ Pay Order no.....*[Insert DD/Pay Order number]* dated ..... *[Insert date of DD/Pay Order]*.
3. We have submitted our response to Tender Document strictly as per Section VI (Forms & Formats) of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

## Notice Inviting Tender for the Procurement of Softwares



4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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).

### 11. 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 : .....

12. 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**

**NOT APPLICABLE**

**(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 "Supply of Softwares 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 the Procurement of Softwares



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

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

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

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

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

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Power of Attorney No. \_\_\_\_\_

For  
\_\_\_\_\_ [Insert Name of the Bank] \_\_\_\_\_

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

1. ....

Signature  
Name and Address

2. ....

Signature  
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.
3. **Bank Contact Details & E Mail ID is to be provided**



**Format-IV**

**FORMAT FOR EARNEST MONEY DEPOSIT**

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

Ref. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

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

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

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

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

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

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

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

**Notice Inviting Tender for the Procurement of Softwares**



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

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

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

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

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_ [Insert Name of the Bank] \_\_\_\_\_

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

**Bank Contact Details & E Mail ID is to be provided**

**Format-V**

**FINANCIAL PROPOSAL**

**Covering Letter**

**(On Bidder's letter head)**

[Date and Reference]

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 for Supply of Softwares including STAAD.Pro & AutoCAD at Solar Energy Corporation of India limited, New Delhi vide Tender Document No.--**

-----

Dear Sir,

I/ We, \_\_\_\_\_ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our company for Supply of Softwares including STAAD.Pro & AutoCAD at Solar Energy Corporation of India limited, New Delhi 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.

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.

**FINANCIAL PROPOSAL**

| S No   | Software Particulars  | License           | Qty      | Unit Rate (₹)(Unit Prices excluding Taxes & duties) | Total Rate (₹)(Total Price excluding Taxes & duties) | Total applicable Taxes & Duties (i.e ED, CST/VAT, Entry Tax, Service Tax etc) | Total Price including all Taxes & Duties | Total Price including all Taxes & Duties (In Words) |
|--|---|-------------------|----------|---|--|---|--|---|
| <u>1</u>   | <u>2</u>  | <u>2A</u>         | <u>3</u> | <u>4</u>  | <u>5 = 3*4</u>                                       | <u>6</u>  | <u>7 = 5+6</u>                           | <u>8*=7</u>   |
| <u>“PART A”</u>  |   |                   |          |   |  |   |  |   |
| 1  | Supply of STAAD.Pro V8i Software  | Perpetual License | 1        |   |  |   |  |   |
|  | Total Cost for Part A in Words  |                   |          |   |  |   |  |   |
| <u>PART B</u>  |   |                   |          |   |  |   |  |   |
| 2  | Supply of AutoCAD 2017Commercial New Single user ELD annual subscription with basic support | 03 Year License   | 2        |   |  |   |  |   |
|  | Total Cost for Part B in Words  |                   |          |   |  |   |  |   |
| Grand Total Cost (GTC) in Figures for Part A + Part B (In case Bidder has quoted for both the Softwares) |   |                   |          |   |  |   |  |   |

**Important Note:**

1. Bidders are required to ascertain the correctness of amount related to all the applicable taxes/ duties/ levies as mentioned in the table above prior to 07 days from the date of Techno-Commercial Bid opening date as it will largely impact during the L1 Price assessment at the time of evaluation of price bid.
2. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
4. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, SECI reserves the right to take decision accordingly.
5. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
6. All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will be not considered.

Authorized Signatory

Name

Designation

Name of the Company

Address

**Technical Bid**

**FORMAT & REQUIREMENTS**

1. Tender Ref. No: .....
2. Name of Tenderer: .....
3. Complete office address of Tenderer
4. Contact details of authorized person of tenderer who have signed the tender.
  - a. Name.....
  - b. Designation.....
  - c. Phone (Office).....
  - d. Phone (Mobile).....
  - e. E mail.....
5. Due date & Time of submission of bid: .....
6. Bid Processing Fee (DD number & bank detail) .....
7. EMD payment details (DD number & bank detail/BG Details) .....
8. Submission of technical confirmation to the requirement.

**Part A: STAAD.Pro Software:**

| S No                 | Software Particulars             | License           | Quantity |
|----------------------|----------------------------------|-------------------|----------|
| <b><u>PART A</u></b> |                                  |                   |          |
| 1                    | Supply of STAAD.Pro V8i Software | Perpetual License | 1        |

**Part B: AutoCAD Software:**

| S No                 | Software Particulars   | License         | Quantity |
|----------------------|--|-----------------|----------|
| <b><u>PART B</u></b> |  |                 |          |
| 2                    | Supply of AutoCAD 2017 Commercial New Single user ELD annual subscription with basic support | 03 Year License | 2        |

**Format for Turnover for last 3 (three) financial years**

| S No | Financial Year                                      | Turnover | Remarks |
|------|---|----------|---------|
| 1    | 2013-14   |          |         |
| 2    | 2014-15   |          |         |
| 3    | 2015-16   |          |         |
| 4    | Current Year Up to date of submission of the Tender |          |         |

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

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31<sup>st</sup> March 2016.

Date:

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

(Signature of vendor/customer)

## 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.

### **Notice Inviting Tender for the Procurement of Softwares**



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).

**List of Banks**

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

**Notice Inviting Tender for the Procurement of Softwares**



|                          |                        |
|--------------------------|------------------------|
| 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       |                        |