



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

CIN: U40106DL2011GOI225263

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

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM

**NIT No. SECI/C&P/NIT/HCS/092019
Dated: 07.10.2019**

DISCLAIMER

1. Though adequate care has been taken while issuing this bid Document, Applicant Firm should satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office (as mentioned below) immediately. If no intimation is received by this office within 3 days from the date of issue of the Offer Document, then this office shall consider that the document received by the Applicant Firm is complete in all respects and that the Applicant Firm is satisfied that the Offer Document is complete in all respect.
2. SECI reserves the right to change any or all of the provisions of this Offer Document before date of submission. Such changes would be intimated to all parties procuring this Offer Document before date of submission.
3. SECI reserves the right to reject any or the entire offer without assigning any reasons whatsoever. No correspondence will be entertained on this account.

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SECTION – I

INVITATION FOR BIDS (IFB)

(NIT NO. – SECI/C&P/NIT/HCS/092019)



SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

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

Tel: 011 – 71989200, 71989264

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



BID INFORMATION SHEET

The brief details of the Bid are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	For Design, Supply, Installation and Commissioning of SOLAR PV HOME COOKING SYSTEM in different districts of different states.				
(B)	EOI NO. & DATE	SECI/C&P/NIT/HCS/092019 Dated: 07.10.2019				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">SINGLE BID SYSTEM</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input style="width: 80%;" type="text"/>	TWO BID SYSTEM	<input style="width: 80%;" type="text" value="Yes"/>
SINGLE BID SYSTEM	<input style="width: 80%;" type="text"/>					
TWO BID SYSTEM	<input style="width: 80%;" type="text" value="Yes"/>					
(D)	TYPE OF NIT/ Bid	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">E-TENDER</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text" value="YES"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> </table>	E-TENDER	<input style="width: 80%;" type="text" value="YES"/>	MANUAL	<input style="width: 80%;" type="text"/>
E-TENDER	<input style="width: 80%;" type="text" value="YES"/>					
MANUAL	<input style="width: 80%;" type="text"/>					
(E)	PERIOD OF COMPLETION	Time period of Completion is for 09 months from the date of LoA.				
(F)	DOCUMENT FEE/ COST OF NIT DOCUMENT (NON-REFUNDABLE)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input style="width: 80%;" type="text" value="YES"/></td> </tr> </table>	APPLICABLE	<input style="width: 80%;" type="text"/>	NOT APPLICABLE	<input style="width: 80%;" type="text" value="YES"/>
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NOT APPLICABLE	<input style="width: 80%;" type="text" value="YES"/>					

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



(G)	BID PROCESSING FEE (NON-REFUNDABLE)	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
		APPLICABLE	<input type="text" value="Yes"/>			
NOT APPLICABLE	<input type="text"/>					
<p>Amount: INR 20,000/- (Indian Rupees Twenty Thousand Only) inclusive of GST @ 18% to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to NIT in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi.</p>						
	EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
		APPLICABLE	<input type="text" value="Yes"/>			
NOT APPLICABLE	<input type="text"/>					
<p>Amount: INR 4, 00,000/- (Indian Four Lakhs Forty Thousand only) in the form of 'Bank Guarantee' as per the format given in Format-IV of the bidding documents. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document.</p>						
	CONTRACT PERFORMANCE SECURITY	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
		APPLICABLE	<input type="text" value="Yes"/>			
NOT APPLICABLE	<input type="text"/>					
<p>The value of the Contract Performance Security shall be 10% of the Contract Value to be deposited within 21 days of the award of the work. The amount shall be refundable without any interest after successful completion of the contract period. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the Purchaser as "Solar Energy Corporation of India</p>						

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



		Limited, New Delhi and Indian Renewable Energy Development Agency” with respect to LoA/NoA received from Purchaser.
(I)	OFFLINE AND ONLINE BID-SUBMISSION DEADLINE	08.11.2019 (18:00 hrs)
(J)	TECHNO-COMMERCIAL BID OPENING	11.11.2019 (11:00 hrs)
(K)	Pre Bid Meeting Date and Venue	21.10.2019 (15:00 hrs)
(K)	Name, Designation, Address and other details (For Submission of Response to NIT)	GM (C&P) Solar Energy Corporation of India Limited 1st Floor, D-3, A-Wing, District Centre, Prius Building, Saket, New Delhi-110017 Email – contracts@seci.co.in
(L)	Details of persons to be contacted in case of any assistance required	1) Mr. Sanjay Sharma GM (C&P), 2) Mrs. R.K Jain AGM (Solar) Ph: 011-71989211 3) Mr. Kartik Ganesan/Sunil Deputy Manager (C&P) Ph: 011-7198964

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



Note:

- 1.0 Bidder(s) are advised to quote strictly as per terms and conditions of the bid documents and not to stipulate any deviations/ exceptions.
- 2.0 Clarification(s)/ Corrigendum(s) if any shall be intimated to bidders vide <https://www.bharat-electrontender.com> and SECI website (www.seci.co.in).
- 3.0 Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the bid document through the ETS Portal of ISN-ETS (<https://www.bharat-electrontender.com>) and/ or SECI website (www.seci.co.in)websites www.seci.co.in. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media.
- 4.0 The Bidders/Consultants shall be deemed to have examined the bid 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 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
- 5.0 The Bidders/Consultants 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 bid Document must be furnished. Failure to provide the information and/ or documents as required may render the bid technically unacceptable.
- 6.0 **MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ Udyog Aadhar/DIC Only are exempted from submission of EMD and tender processing fee. In order to avail the exemption in EMD and tender processing fee in case of Consortium/ JV, all the members of the Consortium/ JV should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category/DIC.**

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



SOLAR ENERGY CORPORATION OF INDIA LTD

NIT No.: **No. SECI/C&P/NIT/HCS/092019**

Date: 07.10.2019

1) PROJECT OVERVIEW:

Under the directions of “Ministry of New and Renewable Energy”, Solar Energy Corporation of India Limited (hereinafter called “SECI”), a Govt. of India Enterprise, under the Administrative Control of Ministry of New and Renewable Energy Invites Bids from competent organisations for development and supply of Solar PV Home Cooking Systems as listed below:

SI No	Name of the Equipment	Tentative Qty(Nos)	*Non-refundable Tender Processing fees(Rs)	Total EMD(Rs)
1	Solar PV Home Cooking System	500	20000.00	4.0 Lakhs

Technical specifications of Proposed Model are mentioned under Section V- Technical Specifications (TS) of this NIT.

Solar Energy Corporation of India Limited, New Delhi float Open tender in Two-Bid format through e-tender platform for Design, Supply, Installation and Commissioning of 500 Nos. Solar PV Home Cooking System in different districts of different states. Bidders are requested to thoroughly go through the Terms of Reference (TOR) attached herewith, before submitting the proposal. The proposal, complete in all respects, shall be submitted to the following address by Post/Courier/ Speed Post/By Hand. Tenders are to be submitted at Solar Energy Corporation of India Limited, 1st Floor, Prius Platinum Building, D3, District Centre, Saket, New Delhi-110017.

The terms of Reference (TOR) of the work are given in Section - V. Those who are interested may submit the financial bid along with technical details. The tender should be in a sealed envelope and super scribed as “**Design, Supply, Installation and Commissioning of 500 Nos. Solar PV Home Cooking System in different districts of different states**”.

The tender received after the due date shall be summarily rejected. All communications including the submission of Offer Document should be addressed to:

GM (C&P)

Solar Energy Corporation of India Limited

1st Floor, D-3, A-Wing, District Centre,

Prius Building, Saket, New Delhi-110017

Email: contracts@seci.co.in

SECI reserves the right to accept or reject in part or as a whole any of the proposal received without assigning any reason thereof.

SECTION – II

INSTRUCTIONS TO BIDDER (ITB)

(NIT NO. – SECI/C&P/NIT/HCS/092019)



SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

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

Tel: 011 – 71989200, 71989264

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



INSTRUCTION TO BIDDERS

1. Solar Energy Corporation of India (SECI) Ltd, a Govt. 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 National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.

2. PROJECT

Solar Energy Corporation of India Limited, New Delhi float Open tender in Two-Bid format through e-tender platform for Design, Supply, Installation and Commissioning of 500 Nos. Solar PV Home Cooking System in different district of different states (**districts are Ribhoi (Meghalaya), Bastar (Chhattisharh), Girdih (Jharkhand), Bahraich (UP) and Modhera (Gujarat)**).

Technical specifications of Model are mentioned in the **Section-V** of this NIT.

The interested parties shall submit the application in the prescribed format attached with this notice.

The bidders shall also be required to furnish the necessary documents (EMD, processing fee, documents in support of project specific eligibility criteria, necessary experience required, qualified staff to conduct survey, PBG etc.) as per on request as per NIT terms and conditions.

3. Local Regulatory Frame Work:

It shall be imperative for each Bidder to fully inform itself of all local conditions, laws and factors which may have any effect on the execution of the Contract as described in the Bidding Documents. The Purchaser shall not entertain any request for clarification from the Bidder, regarding such local conditions.

It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the Bidding documents shall be entertained by the Purchaser and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Purchaser.

4. SECI'S RIGHT TO ACCEPT ANY OFFER AND TO REJECT ANY OR ALL OFFERS/BIDS

- 4.1 The decision of the SECI Ltd regarding the opening of offers, evaluation and acceptance of the offer shall be final and binding on all the Applicant Firms.
- 4.2 SECI reserves the right to accept or reject any offer, and to annul the offer process and reject all offers at any time prior to intimation/notification of Offer, without thereby incurring any liability to the affected Applicant Firm or Applicant Firms or any obligation to inform the affected Applicant Firm or Applicant Firms of the grounds for the SECI's decision.
- 4.3 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 4.4 The Bid should be submitted through online mode only. The offline required documents as described in tender should be in a sealed cover which will be received in the office of:

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



Solar Energy Corporation of India Limited
1st Floor, D-3, A-Wing, District Centre,
Prius Building, Saket, New Delhi-110017

5. SCOPE OF SERVICES

The Scope of Work of a Contractor shall include Design, Manufacture, Supply, Erection, Testing and Commissioning including **one (01) year** overall system warranty in respect of all the equipment and accessories supplied and installed and **five (05) years** of Annual Maintenance Contract (AMC) of **total 500 nos.** of Solar Home Cooking Systems for the beneficiaries in **districts Ribhoi (Meghalaya), Bastar (Chhattishgarh), Girdih (Jharkhand), Bahraich (UP) and Modhera (Gujarat)**. The detailed scope are given in Section –V of tender document.

6. ELIGIBILITY CRITERIA

QUALIFYING REQUIREMENTS (QR)

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

6.1 GENERAL ELIGIBILITY CONDITIONS

The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Government owned Enterprises and engaged in the business of Power/ Infrastructure, Limited Liability Partnership Firms and MSME Vendors. Those firms barred by Government Departments as well as those firms against whom sanction for conducting business is imposed by Government of India and those firms with whom business is banned by the Employer are not eligible to participate.

Proprietorship Firms and Partnership Firms are not allowed to participate in the bidding process (either individually or in Joint Venture/ Consortium). The Bid Processing Fees and EMD are exempted for MSME Vendors/ Developers registered under NSIC/ Udyog Aadhaar Category only. As the Proprietorship firms in any form are not allowed to participate in the tendering process, hence forth any Proprietorship MSME vendor will also not be eligible to participate in the bidding process (either individually or in Joint Venture/ Consortium)

6.2 TECHNICAL ELIGIBILITY CONDITIONS

The bidders should be a manufacturer of SPV Cells/ Modules or Battery or PV System Electronics (charge controllers / inverters / power conditioners) or Solar PV cooking systems (Conforming to relevant National / International Standards). The manufacturing facility must be in operation for at least 01 (One) year as on as on last date of bid submission.

OR

A bidder who has designed, supplied, installed and commissioned **at least 250 nos. of not less than 1 kWp Off Grid Solar PV Power Packs/ Solar PV Cooking Systems in last Seven Financial years as on last date of bid submission.** The supplied systems must be in satisfactory operation for at least 06 (Six) months from the date of commissioning.

Bidder shall submit, in support to the above, the list of projects commissioned along with their work order/ LOI and the Commissioning Certificates along with the Performance Certificate. The Performance Certificate must be issued for minimum 06 (Six) months from the date of commissioning. The Performance Certificate shall be issued from any user entity/state/ central owned agencies or state power departments or authorized representative of system owner or any implementing agency. In case of manufacturer, the list of some of the successful supplies (mentioning the capacity supplied) for minimum preceding 01 year shall be submitted. In support, the manufacturer needs to submit the copies of purchase order/ work order along with certificate of supply from customer indicating the capacity supplied. Additionally latest GST Return will have to be submitted in proof of the business being operational.

The Bidder shall furnish copies of all the documents in support of Technical Eligibility Conditions (duly self certified/ self attested) along with the Bid in support of meeting the above-mentioned QR.

Note: A job executed by a Bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting the Eligibility Conditions of the tender. However, jobs executed for Subsidiary/ Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting Eligibility Conditions subject to submission of tax paid invoice(s) duly certified by statutory auditor of the Bidder towards payments of statutory taxes in support of the job executed for the Subsidiary/ Fellow subsidiary/ Holding company. Such Bidder should submit these documents in addition to the documents specified in the bidding document to meet Eligibility Conditions.

6.3 FINANCIAL ELIGIBILITY CONDITIONS

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years **(i.e. FY 2016-2017, 2017-2018 and 2018-2019) should be INR 1,60,00,000/- (Indian Rupees One Crore Sixty Lacs Only)**. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turn over certified by registered CA should be compulsorily enclosed along with corresponding annual accounts.

AND

The bidder should have a minimum Working Capital of **INR 1,00,00,000/- (Indian Rupees One Crore Only)** as per the last audited financial statement. The Working Capital will be calculated as: Working Capital = Current Assets (CA) – Current Liabilities (CL). If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, such bank should have net worth not less than INR 100 Crores, confirming the availability of the line of credit for equal to or more than **INR 1,00,00,000/- (Indian Rupees One Crore Only)**.

6.3.1 The Bidder will provide a copy each of audited annual report of previous three financial years (i.e. FY 2016-2017, 2017-2018 and 2018-2019) for ascertaining their turnover and Net Worth along with Bank Statements for the purpose of verification.

6.3.2 Other income shall not be considered for arriving at annual turnover.

6.3.3 Bidders shall furnish documentary evidence as per the prescribed format (online as well as offline), duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chattered Accountant of the Bidding Company in support of their financial capability.

The Bidder shall furnish the following documentary evidences along with the Bid in support of meeting of above-mentioned Financial Eligibility Criteria:

- (i) "Details of Financial capability of Bidder" duly signed and stamped by a Chartered Accountant (as per Fomat Format - VII).
- (ii) Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial Criteria. In case of tenders having the bid due date up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid due date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



Copy of audited annual financial statements shall necessarily be attested by Notary Public with legible stamp

7. METHOD OF BID SUBMISSION

7A. DOCUMENTS TO BE SUBMITTED OFFLINE (IN ORIGINAL)

The bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Super scribed as “**Bidding Envelope containing i) Covering Envelope, ii) Pass Phrase Envelope -1 & iii) Pass Phrase Envelope -2**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left hand side bottom must contain the following

I. **Covering Envelope:** Super scribed as “**Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, Covering Letter, and Power of Attorney (if applicable), Board Resolution**” must contain the following

- Processing Fee in the form DD/ Pay Order as mentioned in the Bid Information Sheet.
- Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format IV). One EMD may be submitted for the Work quoted by the Bidder in favour Solar Energy Corporation of India Limited.
- Covering Letter as per Format-I
- Power of Attorney as per Format X
- Board Resolution as per given format
- GSTN along with respective registered address of the Bidder on the letterhead of the Bidder (signed by the Authorized signatory)

II. **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly signed by the authorized signatory in sealed envelope.

III. **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly signed by the authorized signatory in sealed envelope.

The Bidder have the option of sending their Offline Documents either by registered post; or speed post; or courier; or by hand delivery, so as to reach SECI by the Bid Deadline. Documents submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. SECI shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened.

The bidding envelope shall contain the following sticker

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



<i>"Bids for Design, Manufacturing, Supply, Installation and Commissioning of Solar PV Home Cooking System at different districts of different states in India"</i>	
Bid Document No.	
Due Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	SOLAR ENERGY CORPORATION OF INDIA LIMITED, 1 st Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017, Tel: 011-71989264

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

7B. DOCUMENTS TO BE SUBMITTED ONLINE

Detail instructions to be followed by the bidders for online submission of response to RfS as stated as Annexure-D and E. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Processing fee submitted shall be encashed and the EMD(s) shall be returned. The bid shall not be processed further in such case.

All documents of the response to RfS submitted online must be digitally signed on <https://www.bharat-electronictender.com> which should contain the following

I. Technical Bid (First Envelope)

The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized person as mentioned below -

- Bid Processing Fee as prescribed in the bid document
- Covering Letter as per Format I.
- General particulars of the Bidder as per the Format II
- Earnest Money Deposit as prescribed in the bid Document
- Experience Details as per Format VI & complete set of Experience
- Annual reports along with a certification of turnover of last 03 years as per Format VII*
- No Deviation Confirmation as per Format VIII
- E Banking Mandate Form as per Format IX

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



- (i) Power of Attorney as per Format X along with board resolution for such authorization
- (j) Copy of GST registration No , PAN Card and Income Tax Registration,
- (k) An undertaking that the agency has not been blacklisted by any Government Department/Autonomous bodies or any of its branch as on the date of submission of the bid.
- (l) All supporting documents regarding meeting the eligibility criteria
- (m) Working Capital Format as format - XI

The bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.

II. Financial Bid (Second Envelope)

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- (a) Covering letter as per Format - V of this RfS document

Only unit cost and total cost (500 Nos. inclusive of GST) applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SECI within the
 - i. bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder.

* In case where audited results for the last preceding financial year are not available, certification of

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



financial statements from a practicing Chartered Accountant shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the Management of the company.

The Technical Proposal shall not include any financial information relating to the Financial Proposal. The Bidder shall submit Bids in the given Format only.

BIDS NOT ACCOMPANIED WITH THE REQUISITE BID PROCESSING FEE and EMD MAY BE LIABLE FOR REJECTION.

8. BIDS PROPOSAL DUE DATE

The Bidder should submit the Bid Proposals along with Bid Processing Fee & documents as mentioned above in offline Mode only in Hard Copies so as to reach the address indicated below by 1800 HRS (IST) on or before 08.11.2019 in the name of

GM (C&P)

Solar Energy Corporation of India Limited
1st floor, D-3, Wing A, Prius Platinum Building
District Centre, Saket, New Delhi – 17
E mail: contracts@seci.co.in

9. STICKER FOR THE BID ENVELOPE

The Sealed Bid Envelope shall be placed in a Bigger Single Envelope which shall have the following Sticker details:

<i>"Bids for Conducting the ISO Certification for Solar Energy Corporation of India Limited, New Delhi"</i>	
Bid Document No.	
Due Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	SOLAR ENERGY CORPORATION OF INDIA LIMITED, 1 st Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017, Tel: 011-71989290

10. PROPOSED METHODOLOGY AND WORK PLAN

a) Void

11. EVALUATION OF BIDS

a. **General Evaluation:** First of all, it will be determined whether each Bid is accompanied with the valid Bid Processing Fee and EMD i.e. the required amount as mentioned. Bids not accompanied with the valid Bid Processing Fee and EMD shall be liable for rejection and may not be evaluated further.

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b. **Technical Evaluation:** The bidders, whose bids are found to be in order after general evaluation would then be evaluated on the basis of technical eligibility criteria as mentioned in this bid and as per the documents/credentials submitted in support of the fulfilment of the eligibility criteria.

c. The Bidders are required to submit their bids on **“Notice Inviting tender for Design, Manufacturing, Supply, Installation and Commissioning of Solar PV Home Cooking System at different district of different states”** as per formats provided under Section: Forms & Formats”.

d. **Financial Evaluation:** After the technical evaluation, the Financial Bids of bidders those who qualified the Technical eligibility criteria will be opened and will be ranked in terms of their total evaluated cost. The least cost bid will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3, etc.

e. Acceptance by SECI and intimation to successful bidder subject to fulfilment of the above eligibility criteria mentioned (Technical and financial) and as demonstrated based on documentary evidence submitted by the bidder in the Bid will be communicated by FAX/letter or any other form of communication. Formal letter of acceptance and work order of the Tender will be forwarded as soon as possible, but the earlier instructions in the FAX/letter etc should be acted upon immediately.

Intimation to the successful bidder by SECI, is subject to renewal based on the satisfactory performance of the bidder based on SECI's sole discretion.

12. CLARIFICATIONS

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

12.2 SECI is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

13. AMMENDMENTS TO THE BID DOCUMENTS.

13.1 At any time prior to the deadline for submission of Bids, the SECI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid Document by issuing clarification(s) and/or amendment(s).

13.2 The clarification(s)/ amendment(s) (if any) may be notified vide e-portal i.e <https://www.bharat-electronictender.com> and/or on SECI website at **www.seci.co.in** at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.

13.3 SECI will not bear any responsibility or liability arising out of non-receipt of the information regarding amendments in time or otherwise. Bidder must check the website for any such amendment before submitting their Bid.

13.4 In case any amendment is notified after submission of the Bid (prior to the opening of Techno-Commercial Bid due date /time shall be extended and it will be for the Bidder to submit fresh Bids/supplementary bids as the date notified by the SECI for the purpose.

14. VALIDITY OF BID

- 14.1. The validity of the bid should be for a **period of 180 days** from the date of opening of tender.
- 14.2. In exceptional circumstances when Notification /Empanelment is not issued, the SECI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

15. DEFAULT IN CONTRACTS OBLIGATION

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.

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.

- if the Successful Bidder fails to deliver any or all of the Work as required by SECI.
- if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract
- If the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16. CORRESPONDENCE

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

Name	Contact Number	Email id
Sh. Sanjay Sharma	011-71989200	contracts@seci.co.in
Sh. R.K Jain	011-71989211	agmsolar@seci.co.in
Sh. Kartik Ganesan/Sh. sunil	011-71989264	contracts@seci.co.in

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

17. DEVIATIONS

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original bid 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 bid documents. If this condition is not complied with, bid liable to be rejected.

18. WITHDRAWAL OF BIDS

No bid can be withdrawn after Techno commercial Bid Opening date during bid validity period. Submission of a bid by a bidder implies that he had read all the bid documents including amendments

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if any, 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.

19. CLARIFICATIONS OF THE BIDS

To assist the examination, evaluation and comparison of the bids, 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 bid shall be either sought or permitted. Above clarification and their response shall form part of the bid and shall be binding on the bidder.

20. RIGHT TO WITHDRAW THE BID DOCUMENT AND TO REJECT ANY TECHNO COMMERCIAL BID/PRICE PROPOSAL

20.1 This Bid Document may be withdrawn or cancelled by the SECI at any time without assigning any reasons thereof. The SECI further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

20.2 The SECI reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the bid Document and make its own judgment regarding the interpretation of the same. In this regard the SECI shall have no liability towards any Bidder and no Bidder shall have any recourse to the SECI with respect to the selection process. SECI shall evaluate the Bids and its decision in this regard shall be final and binding on the Bidder.

20.3 SECI reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance of bid by SECI will be full and final.

21. ZERO DEVIATION

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

22. CANVASSING

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

23. RIGHT OF ACCEPTANCE/REJECTION OF BIDS

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

24. TERMINATION OF CONTRACT

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

25 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 Bid related to all Legal/Arbitration matters.**

26 SETTLEMENT OF DISPUTES

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

In the event of any dispute or difference between the parties hereto as to the operation of this contract or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or as to the withholding by SECI of any certificate to which the Contractor may claim to be entitled to or if the owner fails to make a decision within a reasonable time, then and in any such case, the Contractor after 30 days of presenting his final claim on disputed matter may demand in writing that the dispute or differences be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or differences and only such disputes or differences of which the demand has been made and no other, shall be referred to arbitration. Obligations during pendency of arbitration work under the contract, shall unless otherwise directed by the owner/Engineer, continue during the arbitration proceedings and no payment due or payable by the owner shall unless withheld on account of such proceeding, provided however, it shall be open for the arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.

27 ARBITRATION

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

28 TIME IS ESSENCE OF CONTRACT

Time is essence of contract and no variation in the completion time/Submission of the Reports as per project specific details specified in the bid Document shall be allowed, unless permitted in writing by SECI.

29 FORCE MAJEURE

29.1 For purpose of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor'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 fright 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 contractor and all other concerned.

29.2 In the event that the contractor 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.

29.3 If a force majeure situation arises, the contractor shall notify SECI in writing promptly, not later than 14 days from the date such situation arises. The contractor 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.

30 LANGUAGE

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between the SECI and the Bidder shall be in English language.

31 OTHER CONDITIONS

31.1 The Successful Bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of SECI in writing.

31.2 The Successful Bidder shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.

31.3 SECI will not be bound by any Power of Attorney granted/ issued by the Successful Bidder or by any change in the composition of the firm made during or subsequent to the execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by SECI after obtaining proper legal advice, the cost of which will be chargeable to the Successful Bidder concerned.

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31.4 The Bidder shall abide by the instructions issued by the SECI to it from time to time for the timely completion of the assigned services.

31.5 Any bidder which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

31.6 If the bidder submits any fabricated document or if it is found that, the bidder has got any poor past record with the Owner or in any other organization/s, in terms of manipulation of data or submission of fabricated document or engaged in any other activity which makes him unreliable, the offer of such bidder will not be considered.

31.7. If the bidder does not accept the offer, after issue of letter of award by Solar Energy Corporation of India Limited, New Delhi within 14 (fourteen) **days** days of issue of award, the offer made shall be deemed to be withdrawn without any notice.

32 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. SECI requires that Successful Bidder/ Contractors should follow the highest standard of ethics during the execution of contract.

33 - NOTIFICATION OF AWARD/ CONTRACT AGREEMENT

A AWARD

SECI will award the NOA/Contract for 150 Nos. Solar PV Home cooking system and for remaining 350 Nos. Solar PV Home Cooking system the NoA/Contract will award by IREDA to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidders, is determined to be qualified to satisfactorily perform the Contract.

B NOTIFICATION OF AWARD

- i) Prior to the expiry of 'Period of Bid Validity', Purchaser (SECI and IREDA) will notify the successful bidder in writing, in the form of "Notification of Award (NOA)" through e-mail/ courier/ registered post, that his Bid has been accepted. The acceptance of the notification of award will constitute the formation of the Contract.
- ii) Contract Period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "Clause-31".
- iii) The "Notification of Award (NOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acceptance within 15 (Fifteen) days from the date of its issuance.
- iv) In case the successful bidder fails to acknowledge the acceptance of "Notification of Award (NOA)" as mentioned above vide clause no. 30 B iii, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed
- v) In case of Non-responsive/Non acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take

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appropriate actions with the forfeiture of EMD & may annul the entire Tendering process at its sole discretion.

34 SIGNING OF CONTRACT AGREEMENT

- 34.1 The successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Purchaser (SECI and IREDA) on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] within '30 [Thirty] days' of issuance of the "Notification of Award [NOA]".
- 34.2 Incase the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 31.1, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed. Same shall constitute sufficient grounds for the forfeiture of EMD.
- 34.3 In case of Non-responsive/Non-acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, Purchaser (SECI and IREDA) at its sole discretion may take appropriate actions with the forfeiture of EMD & may annul the entire Tendering process at its sole discretion
Successful Bidder has to submit required Performance bank Guarantee, within 21 (Twenty One) days from the issuance of the Notification of Award/ Letter of Intent/Letter of Award, the successful bidder shall furnish unconditional and irrevocable individual Bank Guarantees issued by any Nationalized Banks in the manner as mentioned below.

The Contract Performance Security shall be in the form of Bank Guarantee only and shall be in the currency of the Contract and will be issued in the name of the Purchaser as **"Solar Energy Corporation of India Limited, New Delhi and Indian Renewable Energy Development Agency"** with respect to NoA received from Purchaser

Further, any delay beyond 21 (Twenty One) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Purchaser at its sole discretion may cancel the Contract Agreement/Award & forfeit 100% of EMD, in case Contract Performance Security is not submitted within 30 (Thirty) days from the date of intimation/Notification/issue of award . (Months to be taken as 30 days for calculation of Interest) However, total project completion period shall remain same. Part Security shall not be accepted.

32 Void

1)

Section – III

General Conditions of Contract

(NIT NO. – SECI/C&P/NIT/HCS/092019)



SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

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

Tel: 011 – 71989200, 71989264

SECTION-I: DEFINITIONS & ABBREVIATIONS

1.0. Definitions

- 1.1. In the “Bid / Tender / Contract Document” as herein defined where the context so admits, the following words and expression will have the following meaning:
- a. “**Affiliate**” shall mean a company that either directly or indirectly
- i. controls or
 - ii. is controlled by or
 - iii. is under common control with
- a Bidding Company (in the case of a single company) and “**control**” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- 1.2. “**B.I.S**” shall mean specifications of Bureau of Indian Standards (BIS);
- 1.3. “**Bid / Tender**” shall mean the Commercial and the Price Bid submitted by the Bidder along with all documents/credentials/attachments, formats, etc., in response to this Bid Document, in accordance with the terms and conditions hereof.
- 1.4. “**Bidder / Tenderer**” shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require”;
- 1.5. “**Bid Bond**” shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under of this Bid, as per the prescribed Format-3 provided under Section-VI;
- 1.6. “**Bidding Company**” shall refer to such single company that has submitted the Bid in accordance with the provisions of this Bid;
- 1.7. “**Bid Deadline**” shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid information Sheet and as specified in ITB Clause 8 of this Bid document including all amendments thereto ;
- 1.8. “**Bid Document**” shall mean all Definitions, Sections, Layouts ,Drawings, Photographs, Formats & Annexures etc as provided in the Bid No SECI/C&P/NIT/HCS/092019 dated 07-10-2019 including all the terms and conditions thereof.
- 1.9. “**Chartered Accountant**” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- 1.10. “**Competent Authority**” shall mean Managing Director (MD) of Solar Energy Corporation of India himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;

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- 1.11. **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or 2013;
- 1.12. **"Contract"** means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 1.13. **"Contract Price / Contract Value"** shall mean the sum accepted or the sum calculated in accordance with the prices accepted in Bid and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the Work (Price for Supply, Transportation(including loading, unloading and transfer to Site), Insurance, Installation & Commissioning and Annual Maintenance Contract for 5 years), including change order;
- 1.14. **"Completion of Work"** means that the Project/Works have been completed operationally and structurally and Commissioning has been attained as per Technical Specifications.
- 1.15. **"Commissioning"** means successful operation of the Project/Works by the Contractor, for the purpose of carrying out Guarantee Test(s).
- 1.16. **"Contract Document"** shall mean collectively the Bid Document, Design, Drawings, and Specifications, Annexures, agreed variations, if any, and such other documents consisting the bid and acceptance thereof;
- 1.17. **"Contractor's Equipment"** means all plant, Works, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Works that are to be provided by the Contractor, but does not include plant and equipment, or other things intended to form or forming part of the Works.
- 1.18. **"Day"** means calendar day;
- 1.19. **"Defect Liability Period"** means the period of validity of the warranties given by the Contractor (commencing at Completion of the Project/Works, during which the Contractor is responsible for defects with respect to the Project/Works.
- 1.20. **"Employer" or "SECI"** shall mean Solar Energy Corporation of India , New Delhi (A Govt of India Enterprise) under MNRE;
- 1.21. **"Eligibility Criteria"** shall mean the Eligibility Criteria as set forth in ITB Clause 2.0 of this BID;
- 1.22. **"Engineer-in-Charge"** shall mean the person designated from time to time by the Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract;
- 1.23. **"Effective Date"** means the date from which the Time for Completion shall be determined;
- 1.24. **"GCC"** means the General Conditions of Contract contained in this section;
- 1.25. **"GHI"** shall mean Global Horizontal Irradiation

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- 1.26. **"Goods"** means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Works by the Contractor under the Contract but does not include Contractor's Equipment;
- 1.27. **"Guarantee Test(s)"** means the test(s) specified in the Technical Specification to be carried out to ascertain whether the Project/Works is able to attain the functional requirements specified in the Technical Specifications.
- 1.28. **"The Government"** means the Government of India.
- 1.29. **"IEC"** shall mean specifications of International Electro-technical Commission;
- 1.30. **"MNRE"** shall mean Ministry of New and Renewable Energy, Government of India;
- 1.31. **"Mobilization"** shall mean establishment of adequate infrastructure by the Contractor at Site comprising of construction equipment's, aids, tools tackles, offices with facilities such as power, water, communication etc. including manpower comprising of Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of Work at site(s), in accordance with the agreed Time Schedule of Completion of Work.
- 1.32. **"O&M / AMC"** shall mean Operation & Maintenance(O & M) / Annual Maintenance Contract (AMC) of Solar PV Home Cooking System at different states of India;
- 1.33. **"Parent"** shall mean a company, which holds at least more than 51% equity either directly or indirectly in the Bidding Company or Project Company or a Member in a Consortium developing the Project
- 1.34. **"Price Bid"** shall mean Envelope II of the Bid, containing the Bidder's Quoted Price Bid as per the Section- VII of this BID;
- 1.35. **"Purchaser"** shall mean those who will purchase the Goods (Solar PV Home Cooking System), hereafter mentioned in tender document, SECI as a purchaser **for 150 Nos.** and IREDA as a purchaser **for 350 Nos.** of Goods.
- 1.36. **"Qualified Bidder"** shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per ITB of Section-II stand qualified for opening and evaluation of their Price Bid;
- 1.37. **"Representative"** shall mean any employee or agent of Power Finance Corporation nominated by Employer for the purpose mentioned therein.
- 1.38. **"SNA"** shall mean State Nodal Agency.
- 1.39. **"SCC"** means the Special Conditions of Contract.
- 1.40. **"Statutory Auditor"** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or 2013 or under the provisions of any other applicable governing law;

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- 1.41. **“Services”** means all those services ancillary to the supply of the Works, to be provided by the Contractor under the Contract; e.g. transportation(including loading, unloading and transfer to Site) 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 civil, structural and construction materials required), installation, /Pre-commissioning, commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of Employer’s personnel and one or two persons from the beneficiaries groups are imparted trainings etc.
- 1.42. **“Successful Bidder(s) / Contractor(s)”** shall mean the Bidder(s) selected by Employer pursuant to this Bid for “Design, Manufacture, Supply, Erection, Testing and Commissioning and Annual Maintenance Contract (AMC) for 5 years of 500 Nos. Solar PV Home Cooking System at different states of india”.
- 1.43. **“Site”** means the Land and other places upon which the Works are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site. The details of the Site are as per Annexure-1 of Section-VIII
- 1.44. **“Sub-Contractor”** means any person or firm or Company (other than the Contractor) to whom any part of the Work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge-In-Charge, and the legal representatives, successors and permitted assigns of such person, firm or company.
- 1.45. **“Standards”** shall mean the standards mentioned in the technical specification of the goods and equipment utilized for the Work or such other standard which ensure equal or higher quality and such standards shall be latest issued by the concerned institution like Bureau of Indian standards(BIS), MNRE, etc.,
- 1.46. **“Time for Completion”** means the time within which Completion of the Project/Works is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract;
- 1.47. **Void**
- 1.48. **“Work”** means the “Goods” to be supplied and installed, as well as all the “Services” to be carried out by the Contractor under the Contract;
- 1.49. **“Wp”** shall mean Watt Peak

INTERPRETATIONS

- i. Words comprising the singular shall include the plural & vice versa
- ii. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- iii. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- iv. 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.
- v. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

1. APPLICATION

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

2. STANDARDS

The Goods supplied under this Contract shall confirm to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE GOVERNMENT

3.1. The Supplier shall not, without the SECI's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the SECI in connection therewith, to any person other than a person employed by the Supplier 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.

3.2. The Supplier shall not, without the SECI's prior written consent, make use of any document or information enumerated in GCC Clause 4 except for purposes of performing the Contract.

3.3. Any document, other than the Contract itself, enumerated in GCC Clause 4 shall remain the property of the SECI and shall be returned (in all copies) to the SECI on completion of the Supplier's performance under the Contract if so required by the SECI.

4. PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

5. PERFORMANCE SECURITY

5.1. Within 21 days of receipt of the notification of award from the Purchaser, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the Contract value.

Performance Security – Supplier shall initially provide the Bank guarantee for 10% value valid till 90 days after completion of nine months from the supply/delivery of all Solar PV Home Cooking Systems.

5.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

5.3. The Performance Security shall be denominated in Indian Rupees and shall be essentially from any banks listed in schedule-1 list of banks supplemented at Section - VII of bidding documents.

5.4. The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than Twelve (12) months following the date of completion of the Supplier's performance obligations.

5.5. In the event of any contract amendment, the Supplier shall, within 15 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for valid upto 90 days beyond defect liability period as mentioned in GCC clause 35.4.

6. INSPECTIONS AND TESTS

6.1. Prior to commencing the supply of Solar PV Home cooking system, a demonstration of successful operation of proposed Solar PV Home cooking system shall have to be given to SECI

6.2. Pre dispatch inspection at the works of equipment manufacturer for the following individual items will be done by SECI authorized inspector.

- i) Inverter (operated on induction cooker)
- ii) Solar Modules
- iii) Battery

6.3. The SECI or its representative shall have the right to inspect and/or to test the Solar PV Home cooking system to confirm their conformity to the Contract specifications. SCC and the Technical Specifications shall specify what inspections and tests the SECI requires and where they are to be conducted which will be as per approved Quality Assurance Plan (QAP). The SECI shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes. The QAP will be finalised before issuance of LoA/NOA.

6.4. The inspections and tests may be conducted on the premises of the Supplier or its subsupplier(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subsupplier(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no cost to the SECI.

6.5. Should any inspected or tested Goods fail to confirm to the specifications, the SECI may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the SECI.

6.6. The SECI's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the SECI or its representative prior to the Goods shipment.

6.7. Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

6.8. MANUALS AND DRAWINGS

- 6.8.1. Prior to commencing the supply of Solar PV Home cooking system, a demonstration (sample) of proposed Solar PV Home cooking system shall have to be given to SECI
- 6.8.2. Before the goods and equipment are taken over by the SECI, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the SECI to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 6.8.3. The manuals and drawings shall be in the English ruling language and in such form and numbers as stated in the contract.
- 6.8.4. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the SECI.
- 6.8.5. It shall be the obligation of the supplier to train and familiarise the designated person by the SECI in regard to the operation manual and drawings.

7. PACKING

7.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

7.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the SECI.

7.3. Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

- i. Project,
- ii. Contract No.,
- iii. Suppliers Name, and
- iv. Packing List Reference number.

8. DELIVERY AND DOCUMENTS

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the SECI in the Notification of Award. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

9. INSURANCE

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and Strikes.

10. TRANSPORTATION, DEMURRAGE WHARFAGE, ETC.

10.1. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

10.2. All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be on the account of Supplier.

11. INCIDENTAL SERVICES

11.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC clause 4:

11.1.1. furnishing of tools spares required for assembly and/or maintenance of the supplied Goods;

11.1.2. furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

11.1.3. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations and scope of services under this Contract; and

11.1.4. Training of the SECI's personnel, at the Supplier's factory and/or onsite, in assembly, maintenance and/or repair of the supplied Goods.

12. WARRANTY

12.1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the SECI's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

12.2. This warranty shall remain valid for (Tenderer may refer Section V-Technical specifications for details) after the Goods or any portion/part thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Supplier shall, in addition, comply

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with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall:

12.2.1. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC Clause 7.

12.3. The SECI shall promptly notify the Supplier in writing of any claims arising under this warranty.

12.4. Upon receipt of such notice, the Supplier shall, within the period of 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period.

12.5. If the Supplier, having been notified, fails to remedy the defect(s) within 15 days, the SECI may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. The performance guarantee and liquidated damages be entitled to be recovered without prejudice to other rights of the SECI.

13. PAYMENT

13.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC clause 5.

13.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the contract.

13.3. Payments shall be made promptly by the SECI but in no case later than Thirty (30) days after receipt of the invoice upon acceptance of the same by Purchaser or claim by the Supplier.

13.4. Payment shall be made in Indian Rupees.

14. PRICES

Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

15. CONTRACT AMENDMENTS

No variation in or modification of the terms of the Contract shall be made except by amendment issued by SECI.

16. ASSIGNMENT

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

17. DELAYS IN THE SUPPLIER'S PERFORMANCE

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- 17.1. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the SECI in the Schedule of Requirements.
- 17.2. If at any time during performance of the Contract, the Supplier or its sub supplier(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the SECI in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the SECI shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 17.3. Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

18. LIQUIDATED DAMAGES

- 18.1. Subject to GCC Clause 21, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the SECI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 5% of the Contract Price. Once the maximum is reached, the SECI may consider termination of the Contract pursuant to GCC Clause 20.

19. TERMINATION FOR DEFAULT

- 19.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- 19.1.1. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 18; or
- 19.1.2. If the Supplier fails to perform any other obligation(s)/duties under the Contract.
- 19.1.3. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at

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artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 19.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 20.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

20. FORCE MAJEURE

- 20.1. Notwithstanding the provisions of GCC Clauses 18, 19, 20, the Supplier 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.
- 20.2. For purpose of this clause, "Force majeure" means an event beyond the control of the supplier or its sub-suppliers and not involving the supplier'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 fright 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 supplier and all other concerned.
- 20.3. In the event that the supplier 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.
- 20.4. If a force majeure situation arises, the supplier shall notify SECI in writing promptly, not later than 14 days from the date such situation arises. The supplier 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.

21. TERMINATION FOR INSOLVENCY

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

22. TERMINATION FOR CONVENIENCE

- 22.1. The Purchaser, by written notice sent to the Supplier, 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 the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 22.2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

22.2.1. to have any portion completed and delivered at the Contract terms and prices; and/or

22.2.2. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

23. SETTLEMENT OF DISPUTES

23.1. If any dispute of any kind whatsoever shall arise between the Purchaser and Supplier / Supplier 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, whether the parties shall seek to resolve any such dispute or difference by mutual consultation.

23.2. 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 in accordance with GCC Sub Clause 24.2, shall be finally settled by arbitration.

23.3. IN CASE THE SUPPLIER IS A PUBLIC SECTOR ENTERPRISE OR A GOVERNMENT DEPARTMENT

In case the Supplier 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 and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

23.4. IN CASE THE SUPPLIER IS NOT A PUBLIC SECTOR ENTERPRISE OR A GOVERNMENT DEPARTMENT.

23.4.1. In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

23.4.2. The Purchaser and the Supplier shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty (20) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be

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appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

23.4.3.If one party fails to appoint its arbitrator within thirty-two (32) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

23.4.4.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 Clause 27 (Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.

23.4.5.Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.

23.4.6.The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

23.4.7.The arbitrator(s) shall give reasoned award.

23.5. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

24. LIMITATION OF LIABILITY

24.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 5,

24.1.1.the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

24.1.2.the aggregate liability of the Purchaser to the Supplier, whether under the Contract for the ordered quantity, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Solar PV Home Cooking Systems.

25. GOVERNING LANGUAGE

The contract shall be written in English language. Subject to GCC Clause 27, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

26. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India.

27. NOTICES

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27.1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in SCC.

27.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

28. GOODS AND SERVICE TAXES

28.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and GST/all Taxes. now in force or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions, PF, ESI etc or annuities now in force or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance of all Sub-Contractors, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority.

28.2 Contractor further agrees to defend, indemnify and hold Employer/ Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Employer/ Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

28.3. Goods & Service Tax (GST)

- iv) Bidder should quote all-inclusive prices including the liability of GST (in line with the given SOR Format) whether on the works contract as a whole or in respect of bought out components used by the Contractor in execution of the Contract. Owner/Employer shall not be responsible for any such liability of the Contractor in respect of this Contract.

28.4. Statutory Variations

- v) Goods & Service Tax (GST) [applicable for both Centre and state] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates/ prices and the total bid-price submitted by the Bidder. Applicable rate of GST shall be indicated in Agreed SOR formats.
- vi) In case of any variation (positive/ negative) in existing rates of GST/taxes or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, 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.
- vii) All these adjustments would be carried out by considering the base price of GST/taxes equivalent to the amount mentioned under GST/taxes column of the SOR/ PS. The base price will be considered 07 days prior to bid submission date
- viii) 93.3 However, any increase in the rate of these taxes, duties and levies beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to Owner.

29. OTHER CONDITIONS

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- 29.1. The supplier shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of Purchaser in writing.
- 29.2. The supplier or its sub-suppliers shall not display the photographs of the work and not take advantage through publicity of the work without written permission of SECI.
- 29.3. The supplier or its sub suppliers shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.
- 29.4. Purchaser will not be bound by any Power of Attorney granted/ issued by the supplier or its sub suppliers or by any change in the composition of the firm made during or subsequent to the execution of the contract. However recognition to such Power of Attorney and change (if any) may be given by Purchaser after obtaining proper legal advice, the cost of which will be chargeable to the supplier concerned.
- 29.5. The majority and controlling shareholding in the supplier selected shall be maintained with the promoter shareholders of the supplier without the approval of the purchaser.

30.0. SUCCESSORS AND ASSIGNS: In case the purchaser or supplier undergo any merger or amalgamation or a scheme of arrangement or similar re-Organization & 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.

31.0. 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.

32.0. 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.

- 32.1 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 the purchaser & supplier hereto, any rights and / or remedies herein.

33.0 ROAD PERMITS: Arranging for any road permit, wherever required to deliver the goods to Purchaser or its nominee anywhere in India shall be the sole responsibility of Supplier. Purchaser may however facilitate the supplier without any obligation on his part in getting such Road permit. SECI shall not issue any C form for Solar PV Home Cooking Systems meant for delivery at designated state headquarters of the mentioned areas or any other location.

34.0. DEFECT LIABILITY

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



The Supplier must warrant that the Facilities shall be free from defects in the design, engineering, materials and workmanship of the Solar PV Home Cooking Systems supplied and of the work executed.

If it shall appear to the Project Manager that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Supplier for the execution of Supplier are unsound or otherwise not in accordance with the Contract, the Supplier shall on demand in writing inform the Project Manager or its authorized representative specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for. The Supplier shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the Project Manager in its demand aforesaid, the Project Manager may on expiry of notice period rectify or remove and re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Supplier. The decisions of the Project Manager in this regard shall be final and binding.

The Supplier shall also be undertaking the operation and maintenance of the Facility and consequently shall be required to rectify any defects that emerge during the operation of the Facilities for the entire term of this Contract.

The Defect Liability Period shall be of twelve (12) months from the date of completion of delivery of all Solar PV Home Cooking System, during which the Supplier must repair any defect identified by the Project Manager. All the expenses to repair the defects shall be borne by the supplier and no additional cost charged to the Purchaser ("Defects Liability Period").

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Solar PV Home Cooking System supplied or of the work executed by the Supplier, the Supplier shall promptly, in consultation and agreement with the SECI regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.

Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Supplier shall also be responsible for the repair, replacement or making good of any defect, or of any damage to the Facilities arising out of or resulting from any of the following causes:

Improper operation or maintenance of the Facilities by the Supplier during operation and maintenance of the Facility; and

Operation of the Facilities outside specifications of the Facilities.

The SECI shall give the Supplier a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect.

The SECI shall provide the Supplier all necessary access to the Facilities and the Site to enable the Supplier to perform its obligations under this Clause 35 (Defect Liability). The Supplier may, with the consent of the SECI, remove any Solar Home Cooking System or any part of the Facilities that are defective from the Site, if the nature of the defect and/or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.

If the Supplier fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the SECI may, following a notice to the Supplier, proceed to do such work, and the costs incurred by the SECI in connection therewith shall be paid to the SECI by the Supplier or may be deducted by the SECI from any monies due to the Supplier or claimed under the Performance Guarantee, without prejudice to other rights, which the SECI may have against the Supplier in respect of such defects.

If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the SECI because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the defect liability period of twelve (12) months from such replacement.

In addition, the Supplier shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the defect liability specified under Clause 35.2.

35. STATUTORY ACTS

35.1 All legal formalities/clearances are to be obtained by the supplier regarding the execution of the said work.

The supplier shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/UT/Central Government/ organization. SECI shall have no liabilities in this regard.

Section – IV

Special Conditions of Contract

(NIT NO. – SECI/C&P/NIT/HCS/092019)



SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

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

Tel: 011 – 71989200, 71989264

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. DEFINITIONS (GCC CLAUSE 1)

- (a) The Purchaser may be Solar Energy Corporation of India Limited and Indian Renewable Energy Development agency (IREDA)
- (b) The Supplier is a tenderer in whose name contract has been awarded by the purchaser for the purpose mentioned herein;
- (c) Project site means regions/locations specified in section II scope

2. INSPECTION AND TESTS (GCC CLAUSE 6)

3. DELIVERY AND DOCUMENTS (GCC CLAUSE 9)

Upon delivery of the Goods, the supplier shall notify the SECI and the insurance company by fax or by writing the full details of the shipment including contact number, railway receipt number and date, description of goods, quantity, name of the consignee etc.

The supplier shall mail the following documents to the SECI with a copy to the insurance company:

- a) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- b) Railway receipt/Transporter receipt/acknowledgment of receipt of goods from the consignee(s);
- c) Four Copies of packing list identifying the contents of each package;
- d) Insurance Certificate;
- e) Manufacturer's/Supplier's warranty certificate;
- f) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the SECI before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. INCIDENTAL SERVICES (GCC CLAUSE 12)

In addition to the incidental services indicated in GCC clause 12, Supplier shall establish service Centre in line with Section V, Schedule of Requirements and the cost thereof shall be included in the Unit price.

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



5. PAYMENT (GCC CLAUSE 14)

Payments shall be released against each component of Price Bid in the following manner after submission by the supplier and acceptance of Security cum Performance Bank Guarantee by Purchaser and signing of Agreement as per provisions of bidding document.

In accordance with the provisions of GCC Clause 14 (Terms of Payment), the Purchaser shall pay the Supplier in the following manner and at the following times:

The Payment would be paid **by SECI in instalments for 150 Nos.** of Solar PV Home Cooking System are as follows:

A. After successful Completion of supply of all 150 Nos. Solar PV cooking system at different sites with submission of invoices of all 500 Nos. to SECI.	60% of Total Project Cost
B. After successful Installation and Commissioning of all 150 Nos. Solar PV cooking system at different states	35% of Total Project Cost
C. After first year of successful AMC	05% of Total Project Cost

The Payment would be paid **by IREDA in instalments for 350 Nos.** of Solar PV Home Cooking System are as follows:

A. After successful Completion of supply of all 350 Nos. Solar PV cooking system at different sites with submission of invoices of all 500 Nos. to SECI.	60% of Total Project Cost
B. After successful Installation and Commissioning of all 350 Nos. Solar PV cooking system at different states	35% of Total Project Cost
C. After first year of successful AMC	05% of Total Project Cost

Note:

- a. No price escalation due to any reason except the statutory variation in the applicable taxes, etc.) Shall be considered by SECI/IREDA during the validity/ extended validity of the contract agreement.

The Performance Security shall be denominated in Indian Rupees and shall be essentially from any banks listed in schedule-1 list of banks supplemented at Forms and Formats of bidding documents.

6. VOID

7. LEGAL JURISDICTION

Any dispute arising between the Supplier and the Purchaser (SECI and IREDA) under the contract or in connection with the contract shall be subjected to the jurisdiction of courts at New Delhi only.

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



NOTICES (CLAUSE 28)

For the purpose of all notices, the following shall be the address of the Purchaser (SECI and IREDA) and Supplier.

Purchaser:

GM (C&P)

Solar Energy Corporation of India Limited

1st floor, Wing A, Prius Platinum Building,
D – 3, District Centre, Saket,
New Delhi – 110017

Supplier: (To be filled in at the time of Contract signature)

.....
.....

8. PROGRESS OF SUPPLY:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser (SECI and IREDA) as under:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity despatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date; -Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract

(in case of stage-wise inspection, details required may also be specified).

9.0 PROJECT TIME LINES:

The time lines for execution of the contract is **09 Months from the date of award of LOA.**

S. No.	Stage	Reference from D
1	Issue of NOA/ LOI/ LOA	Zero Date (D)
2	Detailed Engineering Design and Drawing/sample Approvals	D + 1 Months
3	Procurement Planning and Approval	D + 2 Months
4	Completion of supply of major equipment like SPV Modules (including structure for the above), Power Conditioning Units, Battery etc.	D + 4 Months
5	Installation of all Major Equipment	D + 7 Months
6	Commissioning and handing over of complete 500 Nos. Solar PV Home cooking system in line with Technical/ Functional/ Performance Requirement stated under this Tender Document along with demonstration of PG Tests as mentioned in the SCC	<u>D + 8 Months</u>

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



7	Verification of Installed systems and completion of documentation	<u>D + 9 Months</u>
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10 PROGRAMME OF WORK

The Supplier shall submit the detailed programme of work within 30 days from the date of receipt of Letter of Award/Notification of Award.

11.0 STARTING OF WORK

The Supplier shall be required to start the work within 30 (Thirty) days from the date of issue of LOA/NOA and shall thereof, report to the SECI accordingly.

12.0 COMPLETION SCHEDULE

12.1 The Supplier shall inform the SECI through advance information at least 15 days in advance in written notice, and a final notice 7 days in advance to enable the SECI inform the SECI of the date on which it intends to complete the Project .

12.2 The Supplier shall prepare the completion schedule accordingly and in conformity with provisions of technical specifications and carry out the work as per this schedule subject to "Force Majeure" conditions. The Supplier shall mobilize resources keeping in view, the above scheduled completion period.

13.0 RIGHT TO USE DEFECTIVE EQUIPMENT:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the SECI shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the SECI's operation.

14.0 SUPPLIER INTEGRITY:

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

15.0 SUPPLIER'S OBLIGATIONS:

The Supplier is obliged to work closely with the SECI's staff, act within its own authority and abide by directives issued by the SECI and implementation activities. The Supplier will abide by the job safety measures prevalent in India and will free the SECI from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the SECI responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanours.

The Supplier will treat as confidential all data and information about the SECI, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the SECI.

16.0 PATENT RIGHTS:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the SECI's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The SECI will give notice to the supplier of such claim, if it is made, without delay. The supplier shall indemnify and hold harmless the SECI and its officers and representative from all such claims costs and expense.

17.0 SPLIT OF WORK

VOID

18.0 RISK ,PROPERTY AND TRANSFER OF TITLE

- 18.1 Without affecting its rights to reject the Goods, and without prejudice to the obligation of the supplier after vesting the property in goods with the SECI the property (legal and beneficial) and risk in the Goods passes to the SECI on Delivery (unless payment, whether in whole or in part, for the Goods is made prior to Delivery, in which case title to the Goods shall pass to the Company once payment has been made).
- 18.2 After the award of contract supplier shall ensure that the goods supplied to the different beneficiaries of SECI should be in title of Solar Energy Corporation of India Limited.

19.0 HANDING OVER –TAKING OVER

The work shall be taken over by the SECI upon successful completion of all tasks to be performed at Site(s) on equipment supplied, installed, erected and commissioned by the Supplier in accordance with provision of NIT. During handing over complete project work, the Supplier shall submit the following for considering final payment:

- 19.1 All as- Built Drawings and documents as per the contract coordination procedure set out for the successful completion of the project.
- 19.2 Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing, test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project.
- 19.3 Bill of material.
- 19.4 Inventory of recommended and mandatory spares at project Site.
- 19.5 Immediately after taking over of complete facilities (s), the same will be handed over to the Supplier for Operation & Maintenance for a period of as mentioned in the bidding document.

20.0 LIQUIDATED DAMAGES

Liquidity damages for the delay in supply of the Solar PV Home Cooking Systems shall be as per the GCC Clause 19.

Section – V

Technical Specification

(NIT NO. – SECI/C&P/NIT/HCS/092019)



SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

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

Tel: 011 – 71989200, 71989264

Scope of Work

The Scope of Work of a Contractor shall include Design, Manufacture, Supply, Erection, Testing and Commissioning including one (01) year overall system warranty in respect of all the equipment and accessories supplied and installed and five (05) years of Annual Maintenance Contract (AMC) of total 500 nos. of Solar Home Cooking Systems for the beneficiaries in **districts Ribhoi (Meghalaya), Bastar (Chhattishgarh), Girdih (Jharkhand), Bahraich (UP) and Modhera (Gujarat).**

Technical Specifications and BOM of the system for Design, Supply, Installation, Commissioning and AMC of 500 Units of Solar Home Cooking Systems (SHCS)

A solar home cooking system (SHCS) provides electricity to cook 3 meals a day for family of 4. The SHCS consists of a PV module, control electronics, battery, Induction Cooktop, and Induction Utensils.

The PV module converts sunlight into electricity, which powers the induction cooktop.

- i. SPV Modules (with Module Mounting Structure): 3 x 330 Wp (Minimum)
- ii. Battery: 24 Volts, 200 AH @C/10, Tubular plate maintenance free Gel (T-Gel) battery
- iii. Power Conditioning Unit (PCU)* Consisting of :
 - a. Solar Charge Controller: 24 V, 40 A with MPPT to appropriately charge and protect the battery against overcharge and deep discharge suitable for charging above battery Bank.
 - b. Solar Inverter: 24V, 2000VA, Pure Sine wave (THD<5%), Output Single phase 230Vac sine wave.
- iv. Load: 1 Nos. of 230V A.C. operated Induction Cooktop of maximum 1200 Watts.

Detailed Technical Specifications of Solar Cooking System Accessories:

1. PV MODULE (S)

- i. Indigenously manufactured PV modules should only be used.
- ii. The PV modules should be made up of crystalline silicon solar cells and must have a certificate of testing conforming to IEC 61215 Edition II / BIS 14286, IEC 61730-I and IEC 61730-II from an NABL or IECQ accredited Laboratory.
- iii. The module efficiency should not be less than 15%.
- iv. The terminal box on the module should have a provision for opening, for replacing the cable, if required.
- v. The module should contain the following details laminated inside the module:
 - a. Name of the Manufacturer or Distinctive Logo.
 - b. Model Number
 - c. Serial Number
 - d. Year of manufacture

2. BATTERY

- i. The battery should be Tubular Positive plate maintenance free Gel type.
- ii. 75 % of the rated capacity of the battery should be between fully charged & load cut-off

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



conditions.

- iii. Battery should conform to the latest BIS/ International Standards.

3. Power Conditioning Unit (PCU)*

(Consisting of a Charge Controller and an Inverter)

3.1 Solar Charge Controller

MPPT charging to be used to maximize energy drawn from the Solar PV array. The MPPT charger shall be micro controller based. The details of working mechanism of MPPT shall be mentioned. PV charging efficiency shall not be less than 90% and shall be suitably designed to meet array capacity. MPPT must conform to IEC 62093, IEC 60068 as per specifications.

The charge controller shall have

- Appropriate battery charging algorithms with temperature compensated set points for charging/ discharging
- PV array disconnect/reconnect and load disconnect/reconnect points.
- Protection against polarity reversal of PV array and battery, Over Current, Short Circuit, Deep Discharge, Blocking diode protection against battery night time leakage through PV Module
- The system should have protection against battery overcharge and deep discharge conditions.

Parameter	
Output Voltage	23 – 30VDC
Solar Panel	1000W single String
Battery Voltage	24V
Charging Type	MPPT Charging
Charging Mode	4 Stage (Bulk/Absorption, PWM, Float, Equalize)
Input Voltage Range	30V – 50VDC
Static MPPT Efficiency	>97%
Dynamic MPPT efficiency	>95%
No Load / Idle Power Consumption	Less than 10W
Electronics Efficiency (Battery to Load)	>75%
Protections	PV terminal Reverse Polarity, PV terminal Short Circuit, Reverse flow of current from battery to PV, No load protection, Battery Reverse Polarity, Overload Protection, Short Circuit protection

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



3.2 INVERTER

Controller		DSP/Microprocessor
Switching Element		MOSFET/IGBT
1	Nominal Battery Voltage VDC	24
2	No of Phases/Connection Type	1Ph , 2 Wire
3	Nominal Output Voltage	240V AC $\pm 2\%$,
4	Output Frequency	50Hz $\pm 0.5\%$
5	Continuous Output Power	2 KVA
6	Output Amp	9 A
7	Voltage Regulation (Stand Alone)	$\pm 2\%$
8	Frequency regulation (Stand Alone)	± 0.5 Hz
9	THD	V THD less than 5%
10	Out Put Waveform	Pure Sine Wave
11	Galvanic Isolation	In built Isolation Transformer at Inverter Output
12	Output Power Factor	1.0 to 0.8 Lagging
13	Peak Efficiency (Full Load)	Greater than 75%
14	Overload capacity	125% FOR 60 SEC, 150% FOR 5 SEC / Can be customized
15	Compatible IEC standards	IEC -61683:1999- As per MNRE Requirement
CONFIGURATION		
1	Battery Buffer Setting	Selectable from 25%,50%,75%
2	MPPT Modes	2
INDICATIONS		
1	LED	PV On, Charge on, Load On Inverter, Fault
2		LCD Display
3	Alarm	Audible for Fault and Warnings
PROTECTIONS		
1	PV	Reverse Polarity Indication, Reverse Polarity Protection, Surge Protection
2	Battery	Reverse Polarity, Over/ Under Voltage, Over Temp, Over Charge
3	Load	Overloads, Short circuit
5	Circuit Breakers	Battery Input MCB/MCCB, PV Input MCB/MCCB, Load MCB
6	Temperature	Inverter Over Temperature
Enclosure		
1	Degree of Protection	IP 20
2	Cooling	Temperature Dependent Forced Cooling
3	Termination	Bottom
Environmental		
1	Temperature Range (Operating)	0 deg to 40°C
2	Temperature Range (Storage)	0°C to 50°C
3	Altitude (max)	5000 m
4	Humidity	0-95% NON Condensing
5	Compatible IEC standards	IEC- 60068-2-1, IEC-60068-2-2, IEC-60068-2-14, IEC-60068-2-30- As per MNRE Requirement

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



	Connectivity	RS-232/485/GSM/

ELECTRONICS

- i. Maximum Power Point Tracker (MPPT) must be provided in the System.
- ii. Overall total Efficiency of the Electronics should be Minimum 75%
- iii. Electronics should have temperature compensation for proper charging of the battery throughout the year.
- iv. Inverter should be with "THD" less than 5% and Efficiency more than 75 %.
- v. Necessary lengths of wires / cables, switches and fuses should be provided.
- vi. The system should have one spare AC socket in inverter.
- vii. The idle current i.e. when there is no load (& inverter is switched OFF, in case of A.C. Systems) and no display, should be less than 1 Amp.
- viii. The PCB containing the electronics should be capable of solder free installation and replacement.
- ix. Necessary lengths of wires/cables, switches suitable for DC use and fuses should be provided.
- x. The inverter output AC voltage should not change with the decreased battery voltage in the operating voltage range of the battery
- xi. Inverter must have current limiting facility for the load exceeding 1500Watts

ELECTRONIC PROTECTIONS

- i. Adequate protection is to be incorporated under "No Load" condition.
- ii. The system should have protection against battery overcharge and deep discharge condition.
- iii. Load reconnect after low battery disconnect should be provided at 80% of the battery capacity status.
- iv. Adequate protection should be provided against battery reverse polarity.
- v. Circuit Breakers should be provided to protect against short circuit conditions.
- vi. Protection for reverse flow of current through the PV module(s) should be provided.

4. INDUCTION COOKTOP

- 220-240 VAC single phase operated, reputed make
- Maximum Power Consumption 1200 Watts,
- 0-2 hours' time setting, minimum 3 levels of power, LCD display, Auto Shut off feature
- To be supplied with following compatible Utensils:
 - Pressure Cooker (2.5L) 1 No.
 - Tawa 1 No.
 - Kadhai 1 No.

5. MECHANICAL COMPONENTS

- i. Corrosion-resistant frame structure (hot dipped galvanized/anodized aluminium) should be provided to hold the SPV module.
- ii. The frame structure should have provision to adjust its angle of inclination to the horizontal, so that it can be installed at the specified tilt angle.
- iii. The battery must be mounted on suitable rack with acid proof corrosion resistant paint.

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



- iv. The houses which do not have proper roof suitable for mounting of structures for solar modules should be provided with ground mounted structures.

6. QUALITY AND WARRANTY

- i. The Solar System including Battery, Inverter and Charge controller should have a warranty for 5 years.
- ii. The PV module(s) will be warranted for a minimum period of 25 years from the date of installation. PV modules used in SHCS must be warranted for their output peak watt capacity, which should not be less than 90% at the end of Ten (10) years and 80% at the end of Twenty-five (25) years.
- iii. The Warranty Card to be supplied with the system must contain the details of the system. The manufacturers can also provide additional information about the system and conditions of warranty as necessary.

7. OPERATION and MAINTENANCE MANUAL

An Operation, Instruction and Maintenance Manual, in English and Hindi, should be provided with the Solar System. The following minimum details must be provided in the Manual:

- i. Basic principles of Photovoltaics.
- ii. A small write-up (with a block diagram) on Solar System - its components, PV module, battery, electronics etc and expected performance.
- iii. Significance of indicators.
- iv. Type, Model number, voltage & capacity of the battery, used in the system.
- v. Clear instructions about mounting of PV module(s).
- vi. Clear instructions on regular maintenance and troubleshooting of the Solar System.
- vii. DO's and DONT's.
- viii. Name and address of the contact person for repair and maintenance.

8. OTHER FEATURES

The contractor / bidder will have service center(s) established at least one in each district of their operation and keep a technician and necessary spare parts readily available so that the beneficiaries can get their system rectified/ repaired when fault occurs. The technician(s) of the contractor (the contact details and mobile number will be provided to such beneficiaries) will go to the villages from time to time and check the systems in a routine way.

9. INSTALLATION OF SYSTEM

The system should be properly installed at each of the household of the beneficiaries in different villages. The SPV module mounting structure along with suitable mounting legs should be properly grouted depending upon the location and requirement of the site. The grouting should be such that it should withstand the maximum wind speed /storm. The frame should be fixed with nuts and bolts. Appropriately sized cables should be used to keep electrical losses to a bare minimum. All the cable lengths/wiring required for successful integration and installation of SHCS shall be in the scope of the vendor and cable & wiring

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



should be in a proper conduit or capping case. Wire should not be hanging loose. Any minor items which are not specifically included in the scope of supply but required for proper installation and efficient operation of the SPV systems, is to be provided by the manufacturer as per standards.

10. Minimum Technical Requirement/Standards

Item / System	Applicable BIS /Equivalent IEC Standard Or MNRE Specifications	
	Standard Description	Standard Number
Solar PV Systems	Crystalline Silicon Terrestrial PV Modules	IEC 61215 / IS14286 Test Certificates / Reports from IECQ / NABL accredited laboratory for relevant IEC / equivalent BIS standard. Further, the manufacturer should certify that the supplied module is also manufactured using same material design and process similar to that of certified PV Module
Charge Controller/MPPT Units and Protections		IEC IEC 62093 Equivalent BIS Std. or as per MNRE specification.
Storage Batteries	General Requirements & Methods of Testing Tubular Lead Acid /Capacity Test Charge/Discharge Efficiency Self-Discharge	IS 1651/ IS 13369
Cables	General Test and Measuring Method	IEC 60189
	PVC insulated cables for working voltage up to and including	IS 694/ IS 1554

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



	1100 V	
	UV resistant for outdoor installation	IS/IEC 69947
Junction Boxes /Enclosures for Charge Controllers/	General Requirements	IEC 62208 IP21

- As an Alternative to item No. 3(3.1 and 3.2 as mentioned above), The bidder may offer a Controller with following specifications:

Solar Charge Controller

MPPT charging to be used to maximize energy drawn from the Solar PV array. The MPPT charger shall be micro controller based. The details of working mechanism of MPPT shall be mentioned. PV charging efficiency shall not be less than 90% and shall be suitably designed to meet array capacity. MPPT must conform to IEC 62093, IEC 60068 as per specifications.

The charge controller shall have

- Appropriate battery charging algorithms with temperature compensated set points for charging/ discharging
- PV array disconnect/reconnect and load disconnect/reconnect points.
- Protection against polarity reversal of PV array and battery, Over Current, Short Circuit, Deep Discharge, Blocking diode protection against battery night time leakage through PV Module
- The system should have protection against battery overcharge and deep discharge conditions.

Parameter	For Family of 4
Output Voltage	180 – 200VDC
Solar Panel	1000W (min 330wx3)
Battery Voltage	24V
Charging Type	MPPT Charging
Charging Mode	5 Stage (Bulk, Absorption, Trickle, Equalization, Healing)
Input Voltage Range	50V – 100V
Static MPPT Efficiency	>97%
Dynamic MPPT efficiency	>95%
No Load / Idle Power Consumption	<0.8W
Electronics Efficiency (Battery to Load)	>88%
Protections	PV terminal Reverse Polarity, PV terminal Short Circuit, Reverse flow of current from battery to PV, No load protection, Battery Reverse Polarity, Overload Protection, Short Circuit protection
Equalization Charging	Try to charge battery to full capacity at least in a week

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



Battery Healing Charging	High frequency current charging to remove Sulphate Ions from battery electrodes
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Note – All the above mentioned technical specifications are subjected to last minute modification as per requirement of the system.

Section – VI

Price Bid

(NIT NO. – SECI/C&P/NIT/HCS/092019)



SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

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

Tel: 011 – 71989200, 71989264

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



SECTION VII PRICE BID

BID No:
SECI/C&P/NIT/HCS/092019

Sl.No	Description of Work	Proposed quantity of HCS	Price per Unit quantity of HCS	Ex-Works Price for Proposed quantity (Rs.)	{Applicable GST }	Total Price (Rs.)₹
			Ex. Works Price (Rs.)			
A	1	2	3	4 = (2X3)	5	6= (4+5)
1	<p>Design, Manufacture, Supply, Installation and Commissioning of Solar PV Home Cooking System at Different states of India as mentioned as per Annexure-1 including packing of.</p> <ul style="list-style-type: none"> A solar home cooking system (HCS) provides electricity to cook 3 meals a day for family of 4. The SHCS consists of a PV module, control electronics, battery, Induction Cooktop, and Induction Utensils., etc. (As defined in the Tender document inclusive of GST) 	500				
	Sub Total - A					
B						

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



2	Inland transportation including loading, unloading and transfer to Site, insurance and other costs incidental to delivery (Rs.) including all GST.	do			_____	
3	Cost of Testing, Installation and Commissioning of HCS Systems inclusive of GST.	do			_____	
	Sub Total - B					
	Description of Work	Period	Price Per Year	Price for 5 Years	{Applicable GST }	Total Price AMC for 5 years
C	Annual Maintenance Contract (AMC) for Sl. No.1	5Years				
	Sub Total - C					
	GRAND TOTAL (A+B+C)					

Note:

- 1 Price indicated for Sl. No. 1 (System Price) includes price for the quantities indicated in the Price Bid includes for solar home cooking system (HCS) provides electricity to cook 3 meals a day for family of 4. The HCS consists of a PV module, control electronics, battery, Induction Cooktop, and Induction Utensils., etc. can be installed directly out of the box, Civil & Structure Works, etc. as required as per the Tender Documents.
- 2 In case of discrepancy between unit price and total price, the unit price will prevail.
- 3 If there is a discrepancy between words and figures, the amount written in words will prevail.
- 4 Any other item as required for commissioning the system for reliable and efficient operation to be provided within the quoted price.

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



5. AMC is for a period of four years after one year warranty period to ensure a smooth and efficient operation of the system.

All applicable GST shall be indicated in No 5. All identified GST shall be considered for evaluation of Bid Price. These GST shall be reimbursed at actuals against documentary evidence.

(Signature of Authorised Signatory)

(Name)

(Designation)

(Common Seal)

Section – VI

FORMS & FORMATS

(NIT NO. – SECI/C&P/NIT/HCS/092019)



SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

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

Tel: 011 – 71989200, 71989264

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



Covering Letter

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

Date: _____

Reference No: _____

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

Tel. #:

Fax #:

E-mail address#

To

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

Sub: Response to Bid Document No-----dated ---- for Bid document for
..... at SECI.

Dear Sir,

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

1. We give our unconditional acceptance to the Bid Document, dated [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document.
2. We have enclosed Bid Processing Fees of Rs....., in the form of DD/ Bankers Cheque[*Insert DD/Bankers Cheque number*] dated [*Insert date of DD/Bankers Cheque*].
3. We have submitted our response to Bid Document strictly as per (Forms & Formats) of this Bid Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
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 bid 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 Bid Document, in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to the bid Document with formats duly signed as desired by you in the Bid Document for your consideration.
7. It is confirmed that our response to the Bid Document is consistent with all the requirements of submission as stated in the Bid Document and subsequent communications from SECI.
8. The information submitted in our response to the Bid 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 Bid 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.

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



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 eighty (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)

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



GENERAL PARTICULARS OF THE BIDDER

Name of the Consulting Agency/Firm (Bidder)	
Registered Office Address	
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.	
Bank Details (Name, Account No, IFSC Code)	
PAN No	
Whether the bidder/company is having any conflict of interest from participating in the proposed empanelment	Yes No
GST ID (Proof to be submitted – GST No acknowledgement OR Email from Gol)	
GSTN Address	
Manpower available (give details) qualification and experience etc of key personnel specific to ISO Certification	1. 2. 3. 4.
area of core competence (if needed attach separate sheet)	1. 2. 3.

(Signature of Authorized Signatory)

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



FORMAT FOR PERFORMANCE SECURITY BANK GUARANTEE

Bank Guarantee No.:

Date:

NOA/ Contract No.....

..... [Name of Contract]

To:

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

Dear Sir / Madam,

We refer to the Contract ("the Contract")

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

(or)

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

By this Bank Guarantee, we, the undersigned, (insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at (insert address of registered office of the bank) do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

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

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

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



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

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

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

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

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

Notwithstanding anything contained herein:

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

For and on behalf of the Bank

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

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

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

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

FORMAT FOR EARNEST MONEY DEPOSIT

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

Ref. _____

Bank Guarantee No. _____

Date: _____

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

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

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

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

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

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

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

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

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

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



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

(On Bidder's letter head)

To

The GM (C&P),
Solar Energy Corporation of India Limited,
District Centre, Saket
New Delhi-110017
Sir,

I/We wish to submit our Tenders for Design, Manufacturing, Supply, Installation and Commissioning of 500 Nos. Solar PV Home Cooking System at different states in India as mentioned in tender document.

Price Proposal for Design, Manufacturing, Supply, Installation and Commissioning of 500 Nos. Solar PV Home Cooking System at different states in India as mentioned in tender document

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



PRICE BID

BID No:
SECI/C&P/NIT/HCS/092019

Sl. No.	Description of Work	Proposed quantity of HCS	Price per Unit quantity of HCS	Ex-Works Price for Proposed quantity (Rs.)	{Applicable GST }	Total Price (Rs.)
			Ex-Works Price (Rs.)			
A	1	2	3	4 = (2X3)	5	6 = (4+5)
1	Design, Manufacture, Supply, Installation and Commissioning of Solar PV Home Cooking System at Different states of India as mentioned as per Annexure-1 including packing of. <ul style="list-style-type: none"> A solar home cooking system (HCS) provides electricity to cook 3 meals a day for family of 4. The SHCS consists of a PV module, control electronics, battery, Induction Cooktop, and Induction Utensils., etc. (As defined in the Tender document inclusive of GST) 	500				
	Sub Total - A					
B						
2	Inland transportation including loading, unloading and transfer to Site, insurance and other costs incidental to delivery (Rs.) including all GST.	do			—	
3	Cost of Testing, Installation and Commissioning of	do			—	

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



	HCS Systems inclusive of GST.					
	Sub Total - B					
	Description of Work	Period	Price Per Year	Price for 5 Years	{Applicable GST }	Total Price AMC for 5 Years (Rs.)
C	Annual Maintenance Contract (AMC) for Sl. No.1	5Years				
	Sub Total - C					
	GRAND TOTAL (A+B+C)					

Note:

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

NOTE

a) The bidder has to quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.

b) Tender with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.

c) The offer should be valid for a period of 180 days from the date of opening of tender, failing which the tender will be liable for rejection.

d) All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the Price bid format mentioned at Format-V.

e) 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.

f) In case of any variation (positive/ negative) in existing rates of GST or a new tax/ duty/ levy is introduced or any existing GST is abolished or 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 column of the price bid format.

g) Payment will be made against Invoice on completion of the Certification Audit and no advance payment will be allowed.

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



h) Variation in taxes, duties, levies etc. after award of job but within the Time schedule as mentioned in TENDER shall be to the account of SECI. Any variation in taxes, duties, levies etc. beyond Time schedule shall be to BIDDER's account. In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



PROFORMA: - WORK EXPERIENCE

LIST OF MAJOR WORK EXPERIENCE IN LAST 07 (SEVEN) YEARS

Project

Client:		Duration (Start; End Date):
Contract value:	Person months input:	Total person months under the contract:
Firm which undertook work:		
Name of associate Consultants, if any:		
Description of project:		
Experience relevant to the present assignment:		

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



Format-VII

Format for Turnover for last 03 (Three) financial years

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

S No	Financial Year	Turnover	Remarks
1	2016-17		
2	2017-18		
3	2018-19		

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 31st March 2019
- ii) In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the Management of the company

Date:

Signature of Chartered
Accountant with Seal

Seal and Signature of Bidder

Witnesses:

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY CORPORATION OF INDIA LIMITED

SUB:

BID 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:

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

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

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

(Signature of vendor/customer)

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)

.....

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



Signature and stamp of Notary of the place of execution

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

WITNESS

1.

(Signature)

Name.....

Designation

2.

(Signature)

Name.....

Designation

Notes:

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

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

1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company. Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s)

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM



Format-XI

A. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (As mentioned under Annexure to BDS)	

Yours faithfully

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

Name:

Date:

Place:

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

Name:

Date:

Place:

NOTICE INVITING TENDER FOR SOLAR PV HOME COOKING SYSTEM

List of Banks

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

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