

SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



Tender No: SECI/C&P/SOFT/2020

Date: 17/12/2020

Solar Energy Corporation of India Limited (hereinafter called “SECI”), invites Price bids from the OEMs/Authorized Distributors/Resellers/Channel Partners to participate in this limited tender for **“The Supply of Plex Earth Professional & AutoCAD® Software at Solar Energy Corporation of India Limited, New Delhi”**

For the implementation of abovementioned work, Bidders should submit their Price Bid proposals complete in all respect in separate sealed covers, super-scribed with **“Limited Tender for the Supply of Plex Earth Professional & AutoCAD® Software at Solar Energy Corporation of India Limited, New Delhi”** & should be sent to SECI office at the following address so as to reach on or before **24th December, 2020** positively to

Sh. Kartik Ganesan
Dy. Manager (C&P)
Solar Energy Corporation of India Limited
1st floor, D-3Wing A, Prius Platinum Building
District Centre, Saket, New Delhi – 17
Telephone: 011 71989264, Extension 264
E mail: contracts@seci.co.in

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

DISCLAMIER:

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

BID INFORMATION SHEET

Tender No. & Date	Tender No: SECI/C&P/SOFT/2020 Dated: 17/12/2020
Broad Scope	Limited Tender for the Supply of Plex Earth Professional & AutoCAD® Software at Solar Energy Corporation of India Limited, New Delhi
Last date & Time of submission of Bids	24/12/2020 up to 1800 HRS
Name, Designation, Address and other details (For Submission of Response to NIT)	Sh. Kartik Ganesan Dy. Manager (C&P) Solar Energy Corporation of India Limited 1st floor, D-3Wing A, Prius Platinum Building District Centre, Saket, New Delhi – 17 Telephone: 011 71989264, Extension 264 E mail: contracts@seci.co.in

1. INTRODUCTION

- 1.1** Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2** To cater the need of works related to imagery, topographical mapping, area demarcation and other associated works related to surveying along with works related to drafting and review of various engineering drawings and layouts including architectural, electrical and civil, SECI intends to invite Price Bids from the eligible suppliers/Bidders for the Supply of Plex Earth Professional & **AutoCAD®** Software at Solar Energy Corporation of India Limited, New Delhi.
- 1.3** The bidder should be an OEM or authorized Dealers or authorized distributor or Channel partners or Reseller of the mentioned Software viz Plex Earth Professional & **AutoCAD®** having authorization for sales and after sales support.
- 1.4** The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must be furnished. Failure to provide the information and/ or documents as required may render the bid unacceptable.

1.5 The Bidders shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all work 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

2. SCOPE OF WORK

The overall scope of work will include supply of the Software including Plex Earth Professional & **AutoCAD®** with following detailed Specifications.

Part A: Plex Earth Professional - 01 Quantity

Part B: AutoCAD® Software – 08 quantities (02 Renew and 06 New) (03 Years Subscription)

Bidders are required to enclose full technical details of product(s) including specifications with make and model.

This contract will include Software including Plex Earth Professional & **AutoCAD®** with on-site comprehensive warranty and support from date of supply. It will also include free telephonic & e-mail support.

3. BID SELECTION PROCESS

Structuring of Bid Selection Process

A single stage system has been envisaged under this Tender Document i.e., Bidders have to submit their financial bid for both the software together in response to this Tender Document in separate sealed envelopes in Offline mode in Hard copies only, as given in the Tender Document. Financial bids submitted by the short-listed Bidders shall be evaluated in which the lowest (L1) Bid for the scope of Work will be considered as a successful bidder.

a. Financial Bid

- i) The prices quoted in the financial bid should be without any conditions.
- ii) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Format V
- iii) The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- iv) The Financial bid shall be on a fixed price basis and, no price variation on any account shall be considered.
- v) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- vi) Prices quoted will be firm for the entire period of Contract.

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

b. Non-Transferable Bid

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

c. Deviations

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

d. Deadline for submission of bid

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

e. Withdrawal of bid

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

f. Clarification of the bid

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

g. Examination of the bids

SECI shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the SECI.

However, SECI may seek clarifications to ascertain the actual facts & Technicalities. In case of tenders containing any conditions or deviations or reservations about contents of tender document, SECI may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. SECI's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

h. Canvassing

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

i. Right to accept any bid or reject all bids

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

j. Award of Contract

SECI shall issue **Purchase Order (PO)** in duplicate to the successful bidder in writing by an email/Courier/Speed Post. Duly signed and stamped duplicate copy of PO has to be returned by the selected bidder within 01 (One) week of issuance of PO as a token of acknowledgement of the contract. Issuance of PO against an offer made shall constitute a legal and binding contract between SECI Limited and the selected bidder. In case of Non-response to the PO by the successful bidder, SECI may take appropriate actions further to successfully execute the Tender

Successful bidder is required to submit Performance Security as per the format and timeline defined in this Tender Document.

k. Method of Bid Submission

The bidder should submit the Price proposal along with all the formats as attached in this document with envelope super scribed as “**Tender for the Supply of Plex Earth Professional & AutoCAD® Software at Solar Energy Corporation of India Limited, New Delhi**” as per the sticker mentioned below:

l. Sticker for The Bid Envelope:

The Sealed Financial Envelopes along with other documents shall be placed in a Bigger Single Envelope which shall have the following Sticker details:

Response to Tender Document for “Tender for Supply of Software including Plex Earth Professional & AutoCAD® at Solar Energy Corporation of India Limited”.	
Tender Document No.	
Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Solar Energy Corporation of India Limited, 1st Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017, Tel: 011-71989264

m. Right to Reject

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

n. Cancellation of Contract

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

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

o. Important notes

- i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- ii) If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, SECI reserves the right to reject such response to Tender Document and/or cancel the Contract Agreement.
- iii) Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The

decision of SECI in this respect shall be final and binding.

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

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

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

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

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

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

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

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

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

EVALUATION CRITERIA

1. Bid evaluation

The bids, which are determined as substantially responsive, shall be evaluated by the SECI. SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder.

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

1.1 Financial Bid Evaluation:

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

1. **Part A: Total cost of Supply for Plex Earth Professional Software**
2. **Part B: Total cost of Supply for AutoCAD® Software**

Financial Evaluation of the bid will be done on item wise basis (Plex Earth Professional and **AutoCAD®**) to be supplied under this Tender Document.

- 1.1.1 Contract for the supply of Plex Earth Professional Software will be awarded to the Bidder, whose Total Cost (TC) for Plex Earth Professional Software as mentioned in Format V (Price Bid), has been determined to be lowest evaluated offer after evaluating the Financial Bids.
- 1.1.2 Contract for the supply of 08 nos. (02 Renew and 06 New) of **AutoCAD®** Commercial licenses for 03 years subscription with basic support Software will be awarded to the Bidder, whose Total Cost (TC) for **AutoCAD®** Software as mentioned in Format V (Price Bid), has been determined to be lowest evaluated offer after evaluating the Financial Bids.
- 1.1.3 If a Bidder has quoted for both the Softwares & is found L1 (Lowest) after the Financial evaluation, then Contract for the supply of both the Softwares will be awarded to such L1 Bidder.
- 1.1.4 Bidders can provide their Bids for Either of Part A (Plex Earth professional Software) or Part B (**AutoCAD®** Software) or for both. Henceforth, Bids based on Full quantity basis & specific software basis are acceptable in this Tender Document.
- 1.1.5 **However, it is to be clearly noted that SECI shall be under no obligation to accept and /or award the contract to the lowest bid offered by any bidder in any one of the or both the software.**
- 1.1.6 The prices quoted by the Bidders will be inclusive of all taxes, duties and levies as clearly mentioned in the Financial Bid Formats also.

- 1.1.7** All Duties, Taxes [applicable for both Centre and state] and other levies [if any] payable by the Bidder under the Contract, or for any other cause, shall be included in the rates / prices and the total Bid-price submitted by the Bidder.
- 1.1.8** Prices must be filled in format V for Financial Bid enclosed as part of Tender documents. If any variation in item description, unit or quantity is noticed, the Bid is liable to be rejected.
- 1.1.9** Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 1.1.10** In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or any change in application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties.
- 1.1.11** The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words.
- 1.1.12** Bidders are required to ascertain the correctness of amount related to all the applicable taxes/ duties/ levies as mentioned in the Price Bid while submitting the Price Bids as it will largely impact during the L1 Price assessment at the time of evaluation of price bid.

2. SUCCESSFUL BIDDER(S) SELECTION

- 2.1** The Price Proposal as mentioned by SECI under would stand to be the final contract.
- 2.2** At any step during the selection of Successful Bidder(s), SECI reserves the right to increase/decrease the Tender requirement based on SECIs requirement
- 2.3** The Purchase Order (PO) shall be issued to all such Successful Bidder(s) selected as per the provisions
- 2.4** Each Successful Bidder shall acknowledge the PO and return duplicate copy with signature of the authorized signatory of the Successful Bidder to the SECI within 01(one) week of receiving of it.

OTHER GENERAL TERMS AND CONDITIONS

1. Payment Terms

100 % payment of the Software Supply as detailed above shall be released after deduction of taxes and duties and liquidated charges if any as applicable, on verification of bill/s certified by SECI's representative and subject to the satisfaction of the consignee with due certification from the Solar/Technical Team. Payment will be released only on submission of original Invoice/Bill duly completed in all respect, certified by Engineer-in-Charge of SECI.

NOTE

- i. The tenderer has to quote in the prescribed price bid format ONLY. Quoting in any other manner will not be entertained.
- ii. The quoted price shall be inclusive of all.
- iii. Tender with over-written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- iv. SECI takes no responsibility for any loss of documents/ delay/ non-receipt of tender specification/ tender sent by post or by any other arrangement.
- v. Tenders received after due date & time will NOT be considered.
- vi. 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.
- vii. The rate quoted should be FIRM and in Indian Rupees.
- viii. Payment will be released only on submission & verification of original invoice of Invoice/Bill duly completed in all respect, certified by Engineer-in-Charge of SECI and NO advance payment will be allowed.
- ix. The Company reserves the right to change, amend, modify, suspend, continue or terminate all or any part of the Tender either in an individual case or in general, at any time without notice.

2. Termination for Insolvency

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

3. Termination for Convenience

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

4. Successful Bidder Integrity

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

5. Non-Disclosure

The successful bidder shall safeguard and keep the Confidential Information of SECI in confidence. The bidder shall not, without the prior written consent of the owner (SECI), disclose Confidential Information to any person or entity except to bidder's employees, officers and directors who have a need to know such Confidential Information for the Purpose and who are bound by the confidentiality obligations. The successful bidder shall ensure that each of such employees, officers and directors are made aware of the nature of the confidential information and shall at all times remain liable for the wrongful disclosure by such persons. Further, the bidder shall ensure not to disclose the Confidential Information to its affiliates, Holding Company/ Parents as well as Group Companies.

6. Force Majeure

6.1 Conditions for Force Majeure

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

Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/ or works to be executed by the bidder are suspended by Force Majeure conditions lasting for more than 2 (two) months, the Employer/ Owner shall have the option to terminate the Contract or re-look into the Contract provisions.

6.2 Outbreak of War

- 6.2.1** If during the currency of the Contract there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work the bidder shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the Work, provided always that the Employer/ Owner shall be entitled, at any time after such out-break of war to terminate or re-look into the Contract by giving notice in writing to the bidder and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

7. **Contract Performance Security (PBG)**

Against the contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award from Owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format attached and which shall be for 03% of the total Contract Value and shall be valid up to 15 (Fifteen) months in case the bidder is awarded contract for only Plex Earth Professional Software and 39 (Thirty nine) months in case the bidder is awarded contract for **AutoCAD®** Software or for both the software from the date of issue of Purchase Order (PO). The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the owner (Solar Energy Corporation of India Limited).

Bank Guarantee towards Contract Performance Security shall be from any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of (Solar Energy Corporation of India Limited).

b) The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the bidder should furnish additional Contract Performance Security on proportionate basis of the percentage for the additional amount in excess to the original contract value. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.

c) Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the LOA & forfeit 100% of EMD, in case Contract Performance Security is not submitted within 40 (Forty) days from issuance of LOA. However, total project completion period shall remain same. Part Security shall not be accepted.

d) If the bidder or their employees or the bidder's agents and representatives shall damage, break, deface or destroy any property belonging to the Employer or others during the execution of the Contract, the same shall be made good by the bidder at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the bidder (for which the certificate of the Engineer-in-Charge shall be final).

e) All compensation or other sums of money payable by the bidder to the Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the bidder by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the bidder shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.

FORMS & FORMATS

Format-I

Covering Letter

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

Date: _____

Reference No: _____

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

Tel. #:

Fax #:

E-mail address#

To

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

Sub: Response to Bid Document-----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. Void
3. We have submitted our response strictly as per (Forms & Formats) of this Bid, 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.
10. We confirm that all the terms and conditions of our Bid are valid for acceptance for 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)

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 GoI)	
GSTN Address	

(Signature of Authorized Signatory)

FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY

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

Bank Guarantee No.:

Date:

PO/ 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 - 110017

Dear Sir / Madam,

We refer to the Contract ("the Contract") signed on*(insert date of the Contract)*
between you and M/s *(Name of Consultant)*,

(or)

vide notification of award issued on *(insert date of the notification of award)* by you to
M/s *(Name of Consultant)* having its Principal place of business at
..... *(Address of Consultant)* and Registered Office at
(Registered address of Consultant) ("the
Consultant") 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*(insert amount of PBG in figures & words)* 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 Consultant 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 Consultant to dispute or question such demand.

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

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

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

FORMAT FOR BOARD RESOLUTIONS**(To be submitted on the Letter Head of the Bidding Company)**

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

1. RESOLVED THAT Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Supply of Plex Earth Professional & **AutoCAD®** Software at Solar Energy Corporation of India Limited, New Delhi, including signing and submission of all documents and providing information/ response to bid of Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

Certified True Copy

(Signature, Name and Stamp of Director/Company Secretary)

Notes:

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

FINANCIAL PROPOSAL

Covering Letter

(On Bidder's letter head)

[Date and Reference]

To,

Solar Energy Corporation of India Limited

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

District Centre, Saket, New Delhi – 17

Sub: Response to Limited Tender for Supply of Software including Plex Earth Professional & AutoCAD® at Solar Energy Corporation of India limited, New Delhi vide Tender Document No.- _____

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our company for Supply of Software including Plex Earth professional & **AutoCAD®** at Solar Energy Corporation of India limited, New Delhi as a Bidder.

I/ We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of tender or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

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

FINANCIAL PROPOSAL

S No	Software Particulars	License	Qty	Unit Rate (₹) (Unit Prices excluding Taxes & duties)	Total Rate (₹) (Total Price excluding Taxes & duties)	GST as applicable (in INR)	Total Price including all Taxes & Duties
1	2	2A	3	4	5 = 3*4	6	7 = 5+6
PART A							
1	Supply of Plex Earth Professional Software	Annual	01				
	Total Cost for Part A in Words						
PART B							
2	Supply of AutoCAD® Software with basic support (08 no)	03 Year License	02 (Renew)				
			06 (New)				
	Total Cost for Part B in Words						
Grand Total Cost including all taxes and duties in Figures for Part A + Part B (In case Bidder has quoted for both the Softwares)							

a. In case the bidder wishes to bid for any one of the software (i.e., Plex earth Professional or AutoCAD®), kindly mention NA for the other software that the bidder not wishes to bid.

b. In case the bidder is bidding only for AutoCAD® software, the bidder should bid for complete renewal and new licenses for the AutoCAD®. Partial bid submission for either renew or new shall not be acceptable.

Important Note:

1. Bidders are required to ascertain the correctness of amount related to all the applicable taxes/ duties/ levies as mentioned in the table above as it will largely impact during the L1 Price assessment at the time of evaluation of price bid.
2. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
4. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, SECI reserves the right to take decision accordingly.
5. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
6. All figures are to be rounded off to the nearest Rupee only.
7. In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, 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.
8. 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.

Authorized Signatory

Name

Designation

Name of the Company

Address

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY COPRORATION 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)

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.
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

The Performance Security issued by any Scheduled Commercial Banks as per RBI shall be acceptable.