

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-07-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-07-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of New And Renewable Energy
Department Name/विभाग का नाम	Solar Energy Corporation Of India
Organisation Name/संगठन का नाम	Solar Energy Corporation Of India
Office Name/कार्यालय का नाम	Seci L Nbcc Off Block East Kidwai Nagar New Delhi
Total Quantity/कुल मात्रा	582
Item Category/मद केटेगरी	Indoor Access Point , WiFi Controller , Access Switch , SFP , UTP cable cat 6A 305 mtr Box , 24 port Patch Panel cat 6A , Information outlet cat 6A Single 1 port , Patch Cord Cat 6A 1 Mtr , Patch Cord Cat 6A 2 Mtr , PVC conduit of OD size Per meter 25 MM , Installation Services of the above mentioned Active Components-Part-A and Passive Components-Part-B of Controller based Wi-Fi System , 5 Years Operation and Maintenance of the installed Controller based Wi-Fi System
BOQ Title/बीओक्यू शीर्षक	Supply and Installation of Controller based WiFi System with 5 Years O and M at SECI
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	17 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	WiFi Controller
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	85423

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	67

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

M/s Solar Energy Corporation of India Limited
Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India.
(M/s Solar Energy Corporation Of India Limited)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and

for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Indoor Access Point

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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BOQ Detail Document	View File

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Deepak Mittal	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi	17	98

WiFi Controller

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Deepak Mittal	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi	1	98

Access Switch

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Deepak Mittal	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi	2	98

SFP

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier

respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Deepak Mittal	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi	4	98

UTP Cable Cat 6A 305 Mtr Box

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Deepak Mittal	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi	3	98

24 Port Patch Panel Cat 6A

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Deepak Mittal	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi	2	98

Information Outlet Cat 6A Single 1 Port

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Deepak Mittal	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi	17	98

Patch Cord Cat 6A 1 Mtr

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Deepak Mittal	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi	17	98

Patch Cord Cat 6A 2 Mtr

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Deepak Mittal	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi	17	98

PVC Conduit Of OD Size Per Meter 25 MM

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Deepak Mittal	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi	500	98

Installation Services Of The Above Mentioned Active Components-Part-A And Passive Components-Part-B Of Controller Based Wi-Fi System

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Deepak Mittal	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi	1	98

5 Years Operation And Maintenance Of The Installed Controller Based Wi-Fi System

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Deepak Mittal	110023,Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi	1	1825

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

3. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

SOLAR ENERGY CORPORATION OF INDIA LIMITED, NEW DELHI
payable at
NEW DELHI

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

SOLAR ENERGY CORPORATION OF INDIA LIMITED
Account No.
001681400010965
IFSC Code
YESB00000016
Bank Name
YES BANK
Branch address
YES BANK, SOUTH EXTENSION, PART-2, SOUTH EXTENSION II, NEW DELHI-110049

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

5. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

SOLAR ENERGY CORPORATION OF INDIA LIMITED, NEW DELHI
payable at
NEW DELHI

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

SOLAR ENERGY CORPORATION OF INDIA LIMITED
Account No.
001681400010965
IFSC Code
YESB00000016
Bank Name
YES BANK
Branch address
YES BANK, SOUTH EXTENSION, PART-2, SOUTH EXTENSION II, NEW DELHI-110049

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

Compliance Document for the “Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at SECI, New Delhi”

S No	Description/ Specifications	Quantity	Compliance (Yes / No)
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Part-A: Supply of Active Components

1	Indoor Access Point: Supply & Installation of access point with 4X4 multiuser multiple-input multiple-output (MU-MIMO); 2.4 GHz signal and 5 GHz signal support; must include a standard OEM provided mounting brackets for mounting on Ceiling or Rooftop; Should have one 2.5 Gbps PoE and one 1Gbps RJ-45 ports; should have multigigabit ethernet support; Must support better transmit power and receiver sensitivity; Security: AES encrypted GRE-based tunnel for data forwarding, WPA2-AES, Dynamic PSK, WPA3, Role based Access Control, Fast roaming, rate-limiting; Should be wifi 6 certified; Integrated internal antenna; LED Indicators; IEEE 802.11ac/n/b/a/g/ax, 802.3; PoE; 26dBm transmit power, -96 dBm or lower receive sensitivity, Administrative access through HTTPS GUI, SSH CLI; Certification: plenum-rated, TEC, Wi-Fi Certified;	17 Nos	
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2	<p>Wi-Fi Controller: Supply & Installation of Wi-Fi Controller in physical appliance: should have minimum 2 Ethernet Port (1G RJ-45), 2X1/10G SFP+ ports, 2 USB ports; should support throughput up to 1024 Mbps; Frequency band: 2.4 & 5 GHz; should support 25 access points or higher from day one and integrated user authentication capability of minimum 1024 users without the need for any external database (AD/LDAP); MAC based authentication; Policy Management; Reports such as online users, usage reports etc.; PoE Support; LED Indicators; high availability mode; Seamless Client Roaming; should support AP software patching for fixing bugs; should support new AP hardware without need for upgrading entire controller software; controller shall sync Access Point and Client Status, including DHCP IP status; should support Inter-Controller Wireless Roaming; should be able to identify and avoid interferers with network performance impact analysis report; Management interface - Web-based (HTTP/HTTPS); should be able to embedded custom web portal to customize user experience without additional cost or extra box; IEEE 802.11a, 802.11b, 802.11g, 802.11d, 802.11h, 802.11n, 802.11u, 802.11ac; Authentication, Authorization; Support for Wi-Fi 6/6E; should support mapping of specific VLANs to single SSID, per user bandwidth rate limiting, Should be able to create zones of AP; should support automatic VLAN assignment per SSID to load-balance user connection; Security: WIDS/WIPS for security including rogue AP detection and prevention, AP spoofing detection, bandwidth rate limit; Certification: TEC, Wi-Fi Certified;</p>	1 No	
3	<p>Access Switch: Supply & Installation of 24 Port 10/100 Mbps/2.5 Gbps POE+ Access Switch with minimum switching capacity of 128 Gbps and forwarding performance of 95 Mpps, Having 24 x 10/100/1000BASE-T PoE+ with PoE power of minimum 370 watts; Minimum 4x1G/10G/25G SFP+ ports; 16K MAC Address or higher; System Log, DoS Attack Prevention, IP Multicast Snooping/Filtering; Security: username/password for AAA, MAC authentication, IP source Guard, DHCP snooping, Dynamic ARP Inspection, Should support IEEE standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3x, 802.1Q, 802.3af; Stacking: up to 8 switches; Communications to the management interface and system through SSL GUI, Secure Shell (SSH) CLI. Switch should support software upgrades via TFTP or FTP; Broadcast and multicast storm protection; LED Indicators. Certification: NDcPP/TEC;</p>	2 Nos	

4	SFP: Supply & Installation of 1000 Base TX - transceivers for copper;	4 Nos	
Part-B: Supply of Passive Components			
5	UTP cable cat 6A 305 mtr Box	3 Nos	
6	24 port Patch Panel cat 6A	2 Nos	
7	Information outlet cat 6A - Single (1-port)	17 Nos	
8	Patch Cord Cat 6A 1 Mtr	17 Nos	
9	Patch Cord Cat 6A 2 Mtr	17 Nos	
10	PVC conduit of OD size (Per meter) 25 MM	500 Nos	
Part-C: Installation Services of above Active Components (Part-A) & Passive Components (Part-B) i.e. Controller based Wi-Fi System			
11	Installation of the Controller based Wi-Fi System i.e. above-mentioned Active Components (Part-A) & Passive Components (Part-B).	Lump Sum	
Part-D: 5 Years O&M of installed Controller based Wi-Fi System			
12	05 (Five) Years Operation & Maintenance (O&M) of the installed Controller based Wi-Fi System i.e. above-mentioned Active Components (Part A) & Passive Components (Part B).	Lump Sum	

INDEX

Section	Description	Page No
I	INVITATION FOR BIDS (IFB)	2 - 10
II	SCOPE OF WORK (SOW)	11 - 19
III	INSTRUCTIONS TO BIDDERS (ITB)	20 – 60
IV	BID DATA SHEET (BDS)	61 – 64
V	QUALIFYING REQUIREMENTS (QR)	65 – 70
VI	GENERAL CONDITIONS OF CONTRACT (GCC)	71 – 83
VII	SPECIAL CONDITIONS OF CONTRACT (SCC)	84 – 87
VIII	FORMS & FORMATS	88 - 114

SECTION I

INVITATION FOR BIDS (IFB)

SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



Solar Energy Corporation of India Limited (hereinafter called as SECI/ Owner/ Buyer), New Delhi Invites Bids in **Online Mode on GeM (Government e-Marketplace) portal (E-Procurement Mode)** from the eligible Bidders/ Company's/ Firms, who fulfil qualification / eligibility criteria as stipulated in the subsequent Document & are bonafide, competent and experienced agencies of good repute, credentials, and sound financial standing for the “**Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at (6th Floor, Plate-B, Tower-2 & 1st Floor, Plate-B, Tower-4) of NBCC Office Block, East Kidwai Nagar office of Solar Energy Corporation of India Limited, New Delhi through GeM**” called as per the scope of work and terms and conditions set out in the Bidding document.

For the implementation of above-mentioned work, Bidders/ Companies/ Firms should submit their Techno Commercial & Price Bid proposals complete in all respect in **Online on GeM (<https://www.gem.gov.in>) portal. Bid Processing Fee & EMD (if applicable) are to be submitted under offline mode** in separate sealed covers, super-scribed with “**Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at SECI, New Delhi**” at the following address so as to reach on or before **Last date & Time of Submission of Bids** given in the published bid/tender document on the GeM portal positively to

Sh. Boda Pool Singh
Senior Engineer (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
Telephone: 011 24666200, Extension 293
E mail: boda.poolsingh@seci.co.in; contracts@seci.co.in;

Bidders also have the option of submitting the Bid Processing Fees & EMD through online mode to SECI through NEFT/RTGS, complete bank details of which are available at SECI's website at www.seci.co.in. However, the remittance copy of such online transaction needs to be submitted along with the Techno commercial bid. Bidder shall submit the Tender proposal, complete in all respect as per the Bid Information sheet.

1. The complete Bidding Documents are available at GeM (**Government e-Marketplace**) portal <https://www.gem.gov.in>, Central Public Procurement portal (CPPP) of GoI at www.eprocure.gov.in as well as on SECI's website <http://www.seci.co.in>. However, for the purpose of participation, the official copy of

the bidding documents shall only be downloaded from GeM portal at <https://www.gem.gov.in>, as per the provisions available therein. Accordingly, the online bid also has to be uploaded by the respective bidders at <https://www.gem.gov.in> only & no other mode of participation is permitted for this tender document other than GeM Portal.

2. Interested bidders have to necessarily register themselves on the GeM portal <https://www.gem.gov.in> to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact GeM Help-desk to complete the registration formalities. The details of GeM Help-desk is mentioned on the Bid Information Sheet. All required documents and formalities for registering on GeM are available at <https://www.gem.gov.in>.

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

For proper uploading of the bids on the portal namely <https://www.gem.gov.in> (*hereinafter referred to as the 'portal'*), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting GeM Help-desk directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Owner in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section III - ITB of the Bidding Documents.

3. A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the given provisions of bidding document and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the owner and the Bidder/ Contractor shall be governed by the Bidding Documents/ Contract signed between the owner and the Contractor for the mentioned work.
4. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on GeM Portal at <https://www.gem.gov.in> and as indicated in the Bid Information Sheet.
5. Bidder shall submit bid proposal along with non-refundable Tender Processing Fees, Earnest Money Deposit (EMD) if applicable in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fees and Earnest Money Deposit (EMD, if applicable) will be rejected. **In the event of any date**

indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

6. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from GeM portal at <https://www.gem.gov.in>. **It is mandatory to download official copy of Tender Document from GeM Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on GeM portal. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above-mentioned GeM Portal. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on GeM Portal shall prevail.**
7. Bidder selected shall be responsible for the performance of the following scope of work (more detailed in this tender document):
 - (i) **“Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at (6th Floor, Plate-B, Tower-2 & 1st Floor, Plate-B, Tower-4) of NBCC Office Block, East Kidwai Nagar office of Solar Energy Corporation of India Limited, New Delhi”.**
8. Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of Work Order (WO)/Notification of Award (NOA)/ Letter of Intent (LOI)/ Letter of Award (LOA) by the Owner.
9. **Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.**

INTERPRETATIONS

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

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.

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. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within Ten (10) days from the date of notification of Tender/Issue of the Tender Documents, it shall be considered that the Tender Document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Tender Document including all formats and Annexures.
3. While this Tender has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.

BID INFORMATION SHEET

The brief details of the tender are as under:

1	Name of Work/ Brief Scope of Work/ Job	Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at (6th Floor, Plate-B, Tower-2 & 1st Floor, Plate-B, Tower-4) of NBCC Office Block, East Kidwai Nagar office of Solar Energy Corporation of India Limited, New Delhi.					
2	NIT/Tender No. & Date	As per the GeM Bid No and Date given in the published GeM Tender document on the GeM portal.					
3	Source of Funds	Owner as defined in the Special Conditions of Contract (SCC) intends to finance the package through domestic funding and own resources.					
4	Type of Tender	<table><tr><td>e-Tender</td><td>Yes</td></tr><tr><td>Manual</td><td></td></tr></table>		e-Tender	Yes	Manual	
e-Tender	Yes						
Manual							
5	Type of Bidding System	<table><tr><td>Single Bid System</td><td></td></tr><tr><td>Two Bid System</td><td>Yes</td></tr></table>		Single Bid System		Two Bid System	Yes
Single Bid System							
Two Bid System	Yes						
6	Completion/ Contract Period	1. 14 (Fourteen) Weeks for the Supply and Installation from the effective date of Notification of Award (NOA) or from the Date of GeM Order. 2. 05 (Five) years O&M from the date of Acceptance of above Controller based Wi-Fi System.					
7	JV/Consortium	NOT ALLOWED					
8	Number of Bids per Bidder	01					
9	Cost of Bidding Documents	Free of cost					
10	Bid Validity	180 days or as mentioned in the published GeM Tender document on the GeM portal.					
11	Bid Currency	INR					

SUN FOR EVER

12	Tender Processing Fee (NON-REFUNDABLE)	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> <p>Amount: INR 6000.00 (Indian Rupees Six Thousand Only) inclusive of GST @ 18% per bid to be submitted in the form of either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" Payable at New Delhi. Bid Processing Fee is to be deposited along with the Bid document submission.</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
13	Earnest Money Deposit (EMD)	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> <p>Amount: INR 85,423.00 (Indian Rupees Eighty Five Thousand Four Hundred & Twenty Three Only) in the form of 'either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favor of "Solar Energy Corporation of India Limited", New Delhi Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format (With a validity of 180 days or as mentioned in published bid document from the Due date of Bid Submission). EMD to be deposited along with the Bid document submission.</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
14	Contract Performance Security	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> <p>The successful bidder shall furnish an unconditional and irrevocable Contract Performance Security within 30 days from the effective date of Notification of Award (NOA) or from the Date of GeM Order. The Contract Performance Security shall be in the form of 'either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format and shall be in the currency of the Contract. The value of the Contract</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						

		Performance Security shall be 3% of the Total Contract Value (i.e Total Sum of Supply and Installation with 5 Years O&M Value) valid for a total period of 67 (Sixty-Seven) Months (14 Weeks for Supply and Installation + 60 Months for O&M period + (3 Moths + Remaining Weeks) Additional) from the date of its issuance.
15	Date, Time & Venue of Pre-Bid Meeting	A Pre-Bid / clarification Meeting conference shall be held as per notification on SECI's website www.seci.co.in or as per the date given on published bid document in GeM portal which will be conducted Online/Offline at SECI office, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 / Or at the location as notified by SECI. Only two persons from the Bidder company are allowed to attend the same.
16	Last date & Time of Submission of Bids	As per the date & time given in the published bid document on GeM portal.
17	Opening of Techno Commercial Bids	As per the date & time given in the published bid document on GeM portal.
18	Financial Bid Opening	To be intimated after the shortlisting of Techno Commercial Bids by GeM (by default, as applicable) and further, no sperate intimation will be issued.
19	Name, Designation, Address and other details (For Submission of Response to NIT)	Sh. Boda Pool Singh Senior Engineer (C&P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Telephone: 011 24666293, Extension 293 E mail: boda.poolsingh@seci.co.in ; contracts@seci.co.in ;
20	Details of persons to be contacted in case of any assistance required	1) Sh AJAY KUMAR SINHA AGM (C&P / IT) Ph: 011-24666 200 2) Sh SANDEEP KUMAR Senior Manager (C&P) Ph: 011-24666 200 3) Sh DEEPAK MITTAL Senior Manager (IT) Ph: 011-24666 304

		4) Sh BODA POOL SINGH Senior Engineer (C&P) Ph:01124666 293
21	Contact Details of GeM	Contact Person: GeM Help-desk Toll Free Numbers: 1800-419-3436, 1800-102-3436 Email: helpdesk-gem@gov.in ;

Important Note

- 1.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GeM Portal (<https://www.gem.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 2.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 3.0 Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document from GeM and/ or SECI website. No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. All the information related to this Tender Document shall be updated in the GeM Portal (<https://www.gem.gov.in>) and/ or SECI website (www.seci.co.in) only.

SECTION-II

SCOPE OF WORK

A. INTRODUCTION

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.

In the present outlook of the RE sector, especially solar energy, SECI has a major role to play in the sector’s development. The company is responsible for implementation of a number of schemes of MNRE for large-scale grid-connected projects under JNNSM, solar park scheme and grid-connected solar rooftop scheme along with a host of other specialised schemes. In addition, SECI is also developing its own Solar, Floating & Hybrid innovative RE Projects & is providing consultancy services to various major CPSUs for developing turnkey basis RE Projects. The company also has Category I Power Trading License and is active in this domain through trading of solar power from projects set up under the schemes being implemented by it.

2. The bidder should be reputed, experienced and financially sound having experience in system , supply, installation and commissioning of Controller based Wi-Fi System. Detailed requirements are specified in the eligibility criteria mentioned in this document. Supply and Installation of Controller based Wi-Fi System with 5 years Operations & Maintenance (O&M) for Solar Energy Corporation of India limited.
3. 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.
4. 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.

B. CONTRACTOR’S SCOPE OF WORK & SERVICES

1. SECI is having its Corporate cum Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023. The Board Level Executives of SECI are sitting at 1st Floor, Plate-B, NBCC Office Block Tower-4,

East Kidwai Nagar, New Delhi - 110023. The Contractor's scope of work shall include, but not limited to, the following, as per the specifications of this Tender document:

- 1.1 The Contractor shall offer complete solution on turn-key basis involving all aspects of required components along with comprehensive responsibilities of System Supply and Installation with 05 years O&M for the supplied equipment as per the Bill of Material (BoM) given in the Scope of Work (SOW) for SECI.
- 1.2 Contractor shall ensure that the configured Controller based Wi-Fi internet access facilitate effective Wi-Fi user & device management with the provision of various policies enforcement such as bandwidth quota, device authentication – MAC address-based access, download restrictions etc.
- 1.3 Controller based Wi-Fi System shall facilitate security enabled wireless internet access to visitors, employees.
- 1.4 Controller based Wi-Fi System should have the ability to access other devices available on the same network from anywhere such as printer etc.
- 1.5 Controller based Wi-Fi System must facilitate the freedom to access the Internet from anywhere within the signal range and move your devices around without losing the connectivity.
- 1.6 Controller based Wi-Fi System shall have Secure, resilient & scalable controller-based Wi-Fi access-points at both 6th floor, block-II & 1st floor, block-IV should be arranged for wireless internet access.
- 1.7 Controller based Wi-Fi System shall control wireless users' access privileges using a variety of deterministic criteria (authentication method, device type, application requested, etc.) to provide differentiated access to maintain security.
- 1.8 Transportation & Delivery of the total equipment and associated items at site as per BOM.
- 1.9 Contractor shall provide/ensure safety/ security of the equipment, installation materials etc. during the shipment, storage, installation & configuration of Controller based Wi-Fi System, till the systems are handed over to SECI.
- 1.10 Contractor shall provide Operation and Maintenance (O&M) for a period of 05 (five) years from the date of acceptance of installed Controller based Wi-Fi System at SECI, New Delhi. **Installation of Controller based Wi-Fi System would imply installation of all components, configurations, demonstration & acceptance of the aforesaid system.**

- 1.11 During the O&M period, any software upgradation & patches of the supplied system will be undertaken by the contractor without any additional cost implication to SECI. And any failure of the supplied equipment shall be replaced/ rectified/ restored by the Contractor without any cost implication to SECI.
- 1.12 Contractor shall arrange the required spare parts & tools, if any, for successful operations of the Controller based Wi-Fi System during the installation and O&M period without any cost implication to SECI.
- 1.13 The Contractor shall configure the aforesaid Controller based Wi-Fi System as per the detailed discussions held at site with SECI Team/IT department of SECI.
- 1.14 Contractor shall ensure that the Equipment and all their associated items including spares (if any) to be supplied under this contract shall be from reputed makes.
- 1.15 On successful completion of the installation of the Controller based Wi-Fi System, Contractor shall submit the installation report along with system configuration report, to SECI. Installation report has to be submitted by the Contractor mentioning all configuration details and serial numbers of the all supplied equipment.
- 1.16 The Contractor shall ensure that no other equipment/ structure/ setup gets damaged due to their activities. Any damages if caused to SECI's property due to Bidder's negligence shall be passed on the Contractor's account.
- 1.17 The quoted price shall include supply, installation, integration with existing system, training, related civil, cabling, documentation, etc., necessary for providing the complete facilities and services at SECI office premises, as described in the tender document.
- 1.18 The Contractor should not quote End-of-Life, End-of-Support and near End-of-Life or near End of Sale or near End of Support products as on last date of bid submission. The Contractor shall ensure that the offered/quoted equipment shall be of latest version (Hardware & Software) meeting the state of art technology.
- 1.19 All supplied materials/ items by the Contractor shall meet the requirements and specifications as defined elsewhere in the bid document. Wherever the technical specifications are mentioned in addition to those contained in the standard codes and specifications, those additional requirements shall also be satisfied.
- 1.20 Where it is mentioned in the specification that the Contractor shall perform certain work for completing the project in totality, it is understood that the Contractor shall do so at his own cost and contract price shall be deemed to have included cost of such performances and provisions, so mentioned.

- 1.21 Cost for license requirements (if any) to install and for working installed aforesaid Controller based Wi-Fi System will be borne by the Contractor during the contract period.
- 1.22 The complete operations & maintenance (O&M) including on-site comprehensive support services for a period of 05 (Five) years from the date of acceptance of the system by the Purchaser/ Owner shall be in the scope of contractor.
- 1.23 During the O&M period of 5 years, the Contractor shall be use his own instrument, spares, man-hours, communication facilities, hardware, software, materials, etc. for the rectification of any problem.
- 1.24 Contractor shall ensure that the all services, work and deliverables will be performed by qualified personnel in a professional and workman like manner, in accordance with the level of industry standards. In addition, the Contractor warrants that performance of work will not violate any law, rules or regulations and Contactor will acquire all required permits and licenses.
- 1.25 Contractor should furnish the escalation matrix including contact details (email & mobile number) to placing the complaints.

2. BOM & TECHNICAL SPECIFICATIONS

BOM & Technical Specifications of main deliverables of the Controller based Wi-Fi System Supply and Installation with 5 Years O&M shall be as follows:

Controller Based Wi-Fi System - BOM & Technical Specifications		
S No	Description/ Specifications	Quantity
Part-A: Supply of Active Components		
1	Indoor Access Point: Supply & Installation of access point with 4X4 multiuser multiple-input multiple-output (MU-MIMO); 2.4 GHz signal and 5 GHz signal support; must include a standard OEM provided mounting brackets for mounting on Ceiling or Rooftop; Should have one 2.5 Gbps PoE and one 1Gbps RJ-45 ports; should have multigigabit ethernet support; Must support better transmit power and receiver sensitivity; Security: AES encrypted GRE-based tunnel for data forwarding, WPA2-AES, Dynamic PSK, WPA3, Role based Access Control, Fast roaming, rate-limiting; Should be wifi 6 certified; Integrated internal antenna; LED Indicators; IEEE 802.11ac/n/b/a/g/ax, 802.3; PoE; 26dBm transmit power, -96 dBm or lower receive sensitivity,	17 Nos

	Administrative access through HTTPS GUI, SSH CLI; Certification: plenum-rated, TEC, Wi-Fi Certified;	
2	Wi-Fi Controller: Supply & Installation of Wi-Fi Controller in physical appliance: should have minimum 2 Ethernet Port (1G RJ-45), 2X1/10G SFP+ ports, 2 USB ports; should support throughput up to 1024 Mbps; Frequency band: 2.4 & 5 GHz; should support 25 access points or higher from day one and integrated user authentication capability of minimum 1024 users without the need for any external database (AD/LDAP); MAC based authentication; Policy Management; Reports such as online users, usage reports etc.; PoE Support; LED Indicators; high availability mode; Seamless Client Roaming; should support AP software patching for fixing bugs; should support new AP hardware without need for upgrading entire controller software; controller shall sync Access Point and Client Status, including DHCP IP status; should support Inter-Controller Wireless Roaming; should be able to identify and avoid interferers with network performance impact analysis report; Management interface - Web-based (HTTP/HTTPS); should be able to embedded custom web portal to customize user experience without additional cost or extra box; IEEE 802.11a, 802.11b, 802.11g, 802.11d, 802.11h, 802.11n, 802.11u, 802.11ac; Authentication, Authorization; Support for Wi-Fi 6/6E; should support mapping of specific VLANs to single SSID, per user bandwidth rate limiting, Should be able to create zones of AP; should support automatic VLAN assignment per SSID to load-balance user connection; Security: WIDS/WIPS for security including rogue AP detection and prevention, AP spoofing detection, bandwidth rate limit; Certification: TEC, Wi-Fi Certified;	1 No
3	Access Switch: Supply & Installation of 24 Port 10/100 Mbps/2.5 Gbps POE+ Access Switch with minimum switching capacity of 128 Gbps and forwarding performance of 95 Mpps, Having 24 x 10/100/1000BASE-T PoE+ with PoE power of minimum 370 watts; Minimum 4x1G/10G/25G SFP+ ports; 16K MAC Address or higher; System Log, DoS Attack Prevention, IP Multicast Snooping/ Filtering; Security: username/password for AAA, MAC authentication, IP source Guard, DHCP snooping, Dynamic ARP Inspection, Should support IEEE standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3x, 802.1Q, 802.3af; Stacking: up to 8 switches; Communications to the management interface and system through SSL GUI, Secure Shell (SSH) CLI. Switch should support software upgrades via TFTP or FTP; Broadcast and multicast storm protection; LED Indicators. Certification: NDcPP/TEC;	2 Nos
4	SFP: Supply & Installation of 1000 Base TX - transceivers for copper	4 Nos
Part-B: Supply of Passive Components		
5	UTP cable cat 6A 305 mtr Box	3 Nos

6	24 port Patch Panel cat 6A	2 Nos
7	Information outlet cat 6A - Single (1-port)	17 Nos
8	Patch Cord Cat 6A 1 Mtr	17 Nos
9	Patch Cord Cat 6A 2 Mtr	17 Nos
10	PVC conduit of OD size (Per meter) 25 MM	500 Nos

Part-C: Installation Services of above Active Components (Part-A) & Passive Components (Part-B) i.e. Controller based Wi-Fi System

11	Installation of the Controller based Wi-Fi System i.e. above-mentioned Active Components (Part-A) & Passive Components (Part-B).	Lump Sum
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Part-D: 5 Years O&M of installed Controller based Wi-Fi System

12	05 (Five) Years Operation & Maintenance (O&M) of the installed Controller based Wi-Fi System i.e. above-mentioned Active Components (Part A) & Passive Components (Part B).	Lump Sum
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3. COMPLETION SCHEDULE

- 3.1 Contractor shall complete the Controller based Wi-Fi System Supply and Installation as per the scope of work within 14 (Fourteen) Weeks from the effective date of LOA/ NOA/ WO or from the date of the GeM Order.
- 3.2 Contractor shall under take O&M for a period of 05 Years from the date acceptance of the above installed Controller based Wi-Fi System.

4. SERVICE LEVEL AGREEMENT (SLA)

- 4.1 The “Turnaround Time” for the rectification of the problem shall not exceed as defined at table at para 4.3. (Turnaround Time: From the time of placement of first service call/mail to contractor/authorized representative of the contractor, until the system is restored fully to the satisfaction of the Owner).

4.2 Severity level of calls

The following matrix defines the description of the severity level:

Severity Level	Description of the call
1	Affecting all network, majority (80% or more) of the users, MD, Director's/ CVO.
2	Affecting a small group in a block or individual user or Trouble shooting and/or Installation of hardware/software, re-location or upgrade.

4.3 Service Level Required

Service level defines the level of service required for an individual call. The following matrix defines the service level agreement that SECI requires.

Severity Level	Maximum Resolution Time (MRT)	Penalty (per incident per day) over and above MRT
Severity 1	12 hours	INR 2000/-
Severity 2	24 hours	INR 2000/-

4.4 Calculation for Penalty will be started after completion of ‘Maximum Resolution Time’. All below mentioned timelines are excluding the MRT as mentioned above.

4.5 Penalty amount as mentioned above at para 4.3 (Penalty (per incident per day) will become double and triple from 8th day onward till 14th day and from 15th day onward till 21st day respectively in case of an incident is not resolved during the first 7 days.

4.6 If the incident is not resolved after 21 days, then SECI reserves the right to withhold the payment and/or encash the contract performance security deposit (bank guarantee) and/or cancel the contract.

5. LIQUIDATED DAMAGES/PENALTY

5.1 Subject to Force Majeure Clause, if the Contractor fails to comply with the completion schedule of Supply & Installation, then the Contractor shall pay to the Owner a sum equivalent to half percent (0.5%) per week of the contract price as liquidated damages for such default and not as a penalty, without prejudice to the Owner’s other remedies under the Contract subject to the maximum limit of five percent (05%) of Contract Price (i.e Total Sum of Supply (Part – A & B) and Installation (Part – C)) for the whole of the facilities. The Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. Owner may consider the termination of contract and/or shall have the discretion of getting executed the work from the Contractor once the maximum limit of LD is reached. Any such recovery on account of the Liquidated damages can be done from the running bills of the Contractor by Owner.

5.2 The Owner shall at its sole discretion upon reaching the maximum LD limit, as an alternative to the Liquidated Damages at its option, get work executed from elsewhere at the risk and cost of the Contractor irrespective of the fact whether the scope of Contract is identical to the original scope of Contract and in case the Owner chooses the alternative course as mentioned, it will be entitled to recover compensation/ damages from the Contractor.

5.3 The Owner may by giving (01) one-month notice to the Contractor, cancel the Contract without prejudice to the Owner's right or any other provisions contained in the Contract to determine the Contract and claim damages from the Contractor.

5.4 Failure to maintain SLA as described at point 4 shall result in deduction of penalty from the half yearly payment.

6. PAYMENT TERMS

6.1 Total Contract value comprises two components:

6.1.1 Supply and Installation Charges (i.e. Part – A, B & C of clause B.2 of Scope of Work, Section-II above).

6.1.2 5 Years O&M Charges (i.e. Part – D of clause B.2 of Scope of Work, Section-II above).

6.2 100% payment of supply and installation charges as per para 6.1.1 will be released on submission of invoices, duly completed in all respect and furnish of installation report comprising system configuration details & serial numbers of the all supplied equipment as per the BOM mentioned in document and deduction of LD/penalty as mentioned at para 5, if any.

6.3 Payment during the O&M period of 05 (Five) years will be released on half yearly basis subject to submission of invoice, duly completed in all respect and deduction of LD/penalty as mentioned at para 4 & 5 (if any, as applicable).

7. BIDDER DATA REQUIREMENTS

The following documents should be enclosed by every Bidder/Vendor along with the Technical bids:

7.1 Original Catalogue of the product quoted along with their model number.

7.2 List of service centres located in Delhi/ NCR along with contact details.

7.3 Any other document which the vendor may feel necessary to support the product/ bid.

7.4 For all the parts/ controller devices, the make and model should be mentioned in the technical bid with complete details. The items quoted should be new, good quality and have latest hardware/ software version.

SECTION-III

INSTRUCTIONS TO BIDDERS

Preamble

This part (Section - III) of the Tender Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Owner. It also provides information on bid submission and uploading the bid on portal <https://www.gem.gov.in>, bid opening, evaluation and on contract award. This Section (Section - III) contains provisions that are to be used unchanged unless Section - VII (Special Conditions of Contract), which consists of provisions that supplement, amend, or specify in detail, information or requirements included in ITB and that are specific to each procurement, states otherwise.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section - VI (General Conditions of Contract) and/ or Section - VII (Special Conditions of Contract).

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

Further in all matters arising out of the provisions of this Tender document, the laws of the Union of India shall be the governing laws and the respective courts of Owner/Site shall have exclusive jurisdiction.

TABLE OF CONTENTS

[A] GENERAL:

3. SCOPE OF BID
4. BIDS FROM CONSORTIUM/ JOINT VENTURE
5. NUMBER OF BIDS PER BIDDER
6. COST OF BIDDING & TENDER PROCESSING FEE

[B] BIDDING DOCUMENTS:

7. CONTENTS OF TENDER DOCUMENTS
8. CLARIFICATION OF TENDER DOCUMENTS
9. AMENDMENT OF TENDER DOCUMENTS

[C] PREPARATION OF BIDS:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES/ PRICE SCHEDULE/ BID PRICES
13. GOODS & SERVICE TAX
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT
17. CONTRACT PERFORMANCE SECURITY
18. PRE-BID MEETING
19. SIGNING OF BID/TENDER DOCUMENTS
20. ZERO DEVIATION & REJECTION CRITERIA
21. E-PAYMENT

[D] SUBMISSION OF BIDS:

22. SUBMISSION, SEALING AND MARKING OF BIDS
23. DEADLINE FOR SUBMISSION OF BIDS
24. LATE BIDS
25. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION:

26. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
27. BID OPENING
28. CONFIDENTIALITY
29. CONTACTING THE OWNER

30. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
31. CORRECTION OF ERRORS
32. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
33. EVALUATION OF BIDS

[F] NOTIFICATION OF AWARD/ LETTER OF INTENT/ CONTRACT AGREEMENT:

34. AWARD
35. WORK ORDER/NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF ALLOCATION
36. SIGNING OF CONTRACT AGREEMENT
37. CANCELLATION OF CONTRACT
38. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE (MSEs)
40. RISK OF REJECTION
41. INCOME TAX & CORPORATE TAX

[G] ANNEXURES:

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
2. ANNEXURE-II: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)

[A] – GENERAL

1. SCOPE OF BID

- 1.1 The Owner wishes to receive Bids as described in the Bidding documents/ Tender documents issued by Owner.
- 1.2 The Scope of Work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the entire scope of work within the period stated in Bid Information Sheet (Section-I, Invitation for Bids).
- 1.4 Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2. BIDS FROM CONSORTIUM/ JOINT VENTURE

As specified in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB).

3. NUMBER OF BIDS PER BIDDER

Unless otherwise specified in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB), a Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4. COST OF BIDDING & TENDER PROCESSING FEE

4.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Owner will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

4.2 TENDER PROCESSING FEE (NON-REFUNDABLE)

A non- refundable Tender Processing Fee, if applicable, is to be submitted in the form of 'either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favor of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Tender Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section

- I (Invitation for Bids, IFB). **Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.**

4.3 The submission of Tender Processing Fee is exempted for MSEs (Micro, Small and Medium Enterprises) having valid Udyam Registration Certificate only, whose credentials are validated online through Udyam Registration (as validated by Government from time to time) portal (https://udyamregistration.gov.in/Udyam_Verify.aspx).

4.4 In case of any discrepancy/ non-submission of either offline or online bid documents by the bidder, the tender processing fee will be deemed as bidder's consent for participation in the bidding process. Henceforth, the tender processing fee shall be retained by Owner and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Owner. However, EMD, if applicable will be returned in this case.

4.5 In the event of a particular tender being cancelled at any stage, the tender processing fee will be refunded to the concerned bidders without any interest charges within 30 days from the date of notification of cancellation of tender. No plea in this regard shall be entertained by the Owner. EMD, if applicable will also be returned in this case.

[B] - BIDDING DOCUMENTS

5. CONTENTS OF TENDER DOCUMENTS

5.1 The contents of Tender Documents are those stated below, and should be read in conjunction with any 'Addendum/ Corrigendum' issued in accordance with "ITB: Clause-7":

- Section-I : Invitation for Bids [IFB]
- Section-II : Scope of Work [SOW]
- Section-III : Instructions to Bidders [ITB]
- Section-IV : Bid Data Sheet [BDS]
- Section-V : Qualifying Requirements [QR]
- Section-VI : General Conditions of Contract [GCC]
- Section-VII : Special Conditions of Contract [SCC]
- Section-VIII : Forms and Formats

5.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Tender Documents. The entire Tender Documents together with all its amendments, clarifications, and attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of

his Bid. However, Owner at its sole discretion may seek clarifications from the Bidders to adjudge the exact content and facts of the Tender Documents.

6. CLARIFICATION OF TENDER DOCUMENTS

- 6.1 A prospective Bidder requiring any clarification(s) of the Tender Documents may notify Owner in writing by e-mail or at Owner's mailing address indicated in the Bid Information Sheet no later than 02 (Two) working days after the pre-bid meeting (in cases where pre-bid meeting is scheduled) or 15 (Fifteen) days prior to the bid closing date (in cases where pre-bid meeting is not held). Owner reserves the right to ignore the bidders request for clarification if received beyond the aforesaid period. Owner may respond in writing to the request for clarification. Owner's response including an explanation of the query, but without identifying the source of the query will be uploaded on GeM Portal <https://www.gem.gov.in> and/ or Owner's website www.seci.co.in.
- 6.2 Any clarification or information required by the Bidder but same not received by the Owner at clause 6.1 above is liable to be considered as "no clarification/ information required".
- 6.3 Clarifications sought by the bidders are to be mandatorily submitted in the SECI provided format only provided along with the Tender document. Pre-Bid queries submitted in any other format will not be considered.

7. AMENDMENT OF TENDER DOCUMENTS

- 7.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda/ corrigendum.
- 7.2 Any addendum/ corrigendum thus issued shall be part of the Tender Documents and shall be hosted on GeM Portal <https://www.gem.gov.in> and/ or Owner's website www.seci.co.in. Bidders must consider all such addendum/ corrigendum before submitting their bid.
- 7.3 The Owner, if consider necessary, may extend the date of submissions of Bid to allow the Bidders a reasonable time to furnish their most competitive bid considering the amendment issued thereof.

[C] - PREPARATION OF BIDS

8. LANGUAGE OF BID:

The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and Owner shall be written in English language alone. Any printed literature furnished by the bidder may be written in another

language if accompanied by an ENGLISH translation duly authenticated by the Chamber of Commerce/ Certified Translator of bidder's country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce/ Certified Translator of Bidder's country shall be submitted by the Bidder.

9. DOCUMENTS COMPRISING THE BID

The bid shall be submitted by the Bidder under “**Single Stage - Two Envelope**” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - **First Envelope** (also referred to as Techno - Commercial Part) and **Second Envelope** (also referred to as Price Part) shall comprise of the following documents:

9.1 Hard Copy

Hard copy of the bid shall comprise of following documents/ programmed file-Attachments to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear a sticker as described under Clause No. 20.2 of Section-III, Instructions to Bidders (ITB) of this EOI documents and is to be submitted to:**

Sh. Boda Pool Singh
Senior Engineer (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
Telephone: 011 24666293, Extension 293
E mail: boda.poolsingh@seci.co.in; contracts@seci.co.in

- a. Original Non-Refundable Bid Processing Fee (if applicable) as per clause no. 4 of ITB.
- b. Original Non-Refundable Cost of Tender Document, if applicable.
- c. EMD (if applicable), in original as per Clause 14 of ITB as per ‘Format F-IV’ or as prescribed.

Bidder shall also upload the scanned copies of all the above-mentioned original documents as Programmed File Attachments during online Bid Submission as a part of First envelope.

“Bidder should explicitly note that no hard copies are to be submitted as a part of Second envelope”.

9.2 Soft Copy

Online documents/ Soft copy of the bid shall comprise of following documents to be uploaded on the GeM portal <https://www.gem.gov.in> as per provisions therein.

a. As part of First Envelope

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN ON-LINE MODE AS SOFT COPIES:

- i. Covering Letter as per Format F-I.
- ii. Original Non-Refundable Bid Processing Fee as per clause no. 4 above, if applicable.
- iii. General particulars of the Bidder as per the Format F-II.
- iv. Earnest Money Deposit as per the Format F-IV, if applicable or as prescribed.
- v. Copy of valid MSME registration certificates for MSME bidders registered under Udyam Registration Category only, if availing the Bid Processing Fee and EMD exemptions.
- vi. The copies of Certificate of Incorporation (CoI), Article of Association (AoA), and Memorandum of Association (MoA), in case of registered Company.
- vii. Details of Service Support Centres or Local Presence in Delhi/ NCR Delhi. A self-certification on the letterhead of the Bidder (duly stamped and signed) indicating the list of service centres located in Delhi/ NCR along with address & contact details of the concerned and Escalation matrix for placing the complaints is to be submitted along with the bid.
- viii. Copy of authorization of OEM.
- ix. Original Catalogue of the product quoted along with their model number.
- x. Financial Proposal as per Format F-V.
- xi. Technical Proposal as per Format F-VII along with all the parts/ controller devices make and model should be mentioned with complete details.
- xii. Bidder's Experience as per Format F-VIII.
- xiii. Annual reports along with a certification of turnover of last 03 years as per Format F-IX*.
- xiv. No Deviation Confirmation as per Format F-X.
- xv. E-Banking Mandate Form as per Format F-XI.
- xvi. Power of Attorney as per Format F-XIII for such authorization.
- xvii. Board Resolution as per format XII for such authorization, if applicable.
- xviii. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format F-XIV
- xix. Copy of GST registration No, PAN Card and Income Tax Registration.
- xx. An undertaking that the bidder has not been blacklisted by any Government Department/Autonomous bodies/any organization as on the date of submission of the bid.
- xxi. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.

*In case the audited annual accounts for the year previous Financial Year are not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g., sale of fixed assets. 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 a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

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

b. As part of Second Envelope

- i. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the GeM portal, shall be duly filled.
- ii. Main Price Bid comprising as per Format F-VI (Schedule of Rates (SOR)/Price Bid) as available on GeM of the Price Schedule duly filled, completed, sealed, and signed/digitally signed shall be uploaded. "Termed as **MAIN BID**".
- iii. The bidder has to Submit the Financial Document indicating price break up in the prescribed price bid format as per Format F-VI, Schedule of Rates (SOR)/Price Bid only.

10. SCHEDULE OF RATES (SOR)/ PRICE SCHEDULE (PS)/ BID PRICES

- 10.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works as described in Tender Documents, based on the rates and prices submitted by the Bidder, and accepted by the Owner. The prices quoted by the Bidders should include the Goods & Service Tax (GST) components.
- 10.2 Prices must be filled in format for "available GeM portal" as part of Tender documents. If quoted in separate typed sheets, such bids may be rejected.
- 10.3 Bidder shall quote for all the items of "SOR/ Price Bid" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR/ Price Bid" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, "GCC", "SCC" or any other part of Bidding

Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

- 10.4 All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the bidder under the Contract, or for any other cause, shall be included in the "SOR/ Price Bid".
- 10.5 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.
- 10.6 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 SOR/ PS.
- a. The term Change in Law shall refer to the occurrence of any of the following events pertaining to this tender only after the last date of the bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification, or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the tender.
 - b. However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor, or (iii) any change on account of regulatory measures by the Appropriate Commission.

11. GOODS & SERVICE TAX (GST)

Contractor shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Contractor shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. Before releasing the payment to the Contractor. Owner shall not be responsible for any delay in payment release to the contractor in case the GST compliance is not fulfilled from the contractor side in any manner.

Contractor shall be responsible to comply with all the requirements of applicable provisions of GST. Contractor has to mandatorily get registered under GST at Central and relevant State(s). Contractor shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that Owner is not able to take Input Tax Credit (ITC) benefit of the taxes due to any fault of the

Contractor, Owner shall be constrained to deduct the amount from the payments to be made to the Contractor or recover the same in any other manner.

Bidders are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST tax is applicable.

11.1 The responsibility of payment of GST lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:

- (a) Name, Address & Registration No. of such Person/ Contractor
- (b) Name & Address of the Person/ Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) GST Amount, if any.
- (e) HSN code of the Goods/Services.
- (f) Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Owner.

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

11.3 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 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. The following may also be noted: -

Any increase in the rate of non-ITC based GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the Owner.

11.4 Owner will reimburse the GST to the Contractor at actuals against submission of ITC based invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.

11.5 Owner will reimburse the GST to the Contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/

or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

- 11.6 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable Owner to avail Input Tax Credit (ITC) (If applicable).

12. BID CURRENCIES

Bidders must submit bid in the currency as mentioned in Bid Information Sheet (Section-I, IFB).

13. BID VALIDITY

- 13.1 Bids shall be kept valid for period specified in Bid Information Sheet (Section-I, IFB) from the final 'Bid Opening Date'. A Bid valid for a shorter period may be rejected by Owner as 'non-responsive'.
- 13.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Owner may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD, if applicable will '. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its 'EMD, if applicable will ' for the period of the extension and in accordance with "ITB: Clause-14" in all respects.

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

14. EARNEST MONEY DEPOSIT(EMD)

- 14.1 The applicability/Non-applicability of Earnest Money Deposit (EMD) is specified under Bid Information Sheet (Section-I, IFB).
- 14.2 The Bids must be accompanied with '**Earnest Money Deposit (EMD)**' in the form of either through **NEFT/ RTGS transfer** in the account of SECI or '**Demand Draft**' or '**Banker's Cheque**' in favour of **Solar Energy Corporation of India limited, New Delhi payable at New Delhi]** or '**Bank Guarantee**' as per the format 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. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.

- 14.3 The 'EMD' is required to protect Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-14.8".
- 14.4 Owner shall not be liable to pay any Bank charges, commission, or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks enclosed at Section-VIII of Tender documents 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 Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial bank having net worth more than INR 500 Crores (Indian Rupees Five Hundred Crores Only).
- 14.5 Bid not accompanied with required amount of EMD shall be liable for rejection.
- 14.6 'Earnest Money Deposit' of all the unsuccessful Bidders disqualified at the stage of evaluation, will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' of their respective disqualification.
- 14.7 The successful bidder's (L1 bidder) 'Earnest Money Deposit' will be discharged upon the Bidder's signing the 'Contract Agreement' and furnishing the 'Performance Security duly vetted by the Bank'.
- 14.8 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
- If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
 - If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
 - Violates any other condition, mentioned elsewhere in the tender document including deviations or conditional bid.
 - In the case of a successful Bidder, if the Bidder fails to:
 - acceptance of the WO/NOA/ LOI/ LOA.
 - to furnish "Performance Security.
 - to accept 'arithmetical corrections' as per provision of the clause 29 of ITB.
- 14.9 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Bid Document No and the Work for which the Bidder is quoting. This is essential to have proper correlation later. The 'EMD' should be in the form provided at 'Form F-IV'.
- 14.10 The submission of EMD is exempted for MSEs (Micro, Small and Medium Enterprises) having valid Udyam Registration Certificate only, whose credentials**

are validated online through Udyam Registration (as validated by Government from time to time) portal (https://udyamregistration.gov.in/Udyam_Verify.aspx).

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

15. CONTRACT PERFORMANCE SECURITY

- 15.1 Against the work, within 30 (Thirty) days from the effective date of Notification of Award (NOA) or from the Date of GeM Order, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security in accordance with Special Conditions of the Contract. 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 as specified in the SCC. The Contract Performance Security shall be for an amount equal to specified in Special Conditions of Contract (SCC) towards faithful performance of the contractual obligations, performance of equipment and shall cover entire Contract. The validity of Contract Performance Security shall be in conjunction with the provisions mentioned under Section - VII, Special Conditions of Contract (SCC).
- 15.2 Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Section - VIII, Sample Forms and Formats of Tender documents or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth more than 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. This Bank Guarantee shall be valid for a period in conjunction with the provisions mentioned under Section - VII, Special Conditions of Contract (SCC).
- 15.3 The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favor of as mentioned in the BDS/SCC.
- 15.4 In case of default or failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the cancellation of the award and forfeiture of the EMD, if applicable.

In case of default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract

Agreement shall constitute sufficient grounds for forfeiture of the Contract Performance Security.

- 15.5 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 of 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 exceeds the ceiling of awarded contract price by more than 0.5%, the Contractor shall furnish additional Contract Performance Security on proportionate basis of the percentage as defined in the Special Conditions of Contract (SCC) for the additional amount in excess to the original contract value.
- 15.6 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 WO/NOA/LOI/LOA/Contract Agreement & forfeit 100% of EMD if applicable in case Contract Performance Security is not submitted within 45 (Forty-five) days from the effective date of Notification of Award (NOA) or from the Date of GeM Order. However, total project completion period shall remain same. Part Security shall not be accepted. The Zero Date shall be counted from the date of WO/LOA or NTP whichever is later.
- 15.7 If the Contractor/ Sub-Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the Owner or others during the execution of the Contract, the same shall be made good by the Contractor 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 Contractor (for which the certificate of the Engineer-in-Charge shall be final).
- 15.8 All compensation or other sums of money payable by the Contractor to the Owner under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Contractor 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 Contractor 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 encashment of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.

16. PRE-BID MEETING

- 16.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in Bid Information Sheet under

Section - I, Invitation for Bids, IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

- 16.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 16.3 Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be uploaded on SECI & ETI website against the Tender. Any modification of the Contents of Tender Documents listed in "ITB: Clause-5.1", that may become necessary because of the Pre-Bid Meeting shall be made by the Owner exclusively through the issue of an Addendum/ Corrigendum pursuant to "ITB: Clause-7", and not through the minutes of the Pre-Bid Meeting.
- 16.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

17. SIGNINIG OF BID/TENDER DOCUMENT

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

18. ZERO DEVIATION AND REJECTION CRITERIA

- 18.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Documents may lead to rejection of bid. Owner will accept bids based on terms & conditions of Tender Documents only. Bidder may note Owner will determine the substantial responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 28 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. Owner's/ Owner's determination of a bid's responsiveness is based on the content of the bid itself. Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The

substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.

18.2 REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- a. Eligibility Criteria including General, Technical and Financial QR
- b. Firm Price, Tender Processing Fees and Earnest Money Deposit
- c. Tender Document Fees, if applicable
- d. Specifications & Scope of Work
- e. Schedule of Rates (SOR)/ Price Schedule (PS)
- f. Duration/ Period of Contract/ Completion schedule
- g. Period of Validity of Bid
- h. Warrantee/Guarantee/ Defect Liability Period
- i. Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- j. Force Majeure & Applicable Laws
- k. Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid.

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

19. E-PAYMENT

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

[D] - SUBMISSION OF BIDS

20. SUBMISSION, SEALING AND MARKING OF BIDS

- 20.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.
- 20.2 Offline documents (Specific documents only) as mentioned in clause no. 09 of Section - III, Instructions to Bidders (ITB) of the Tender document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker:

Offline Bid Documents for “Tender for Supply and Installation of Controller Based Wi-Fi System with 5 Years O&M” at Solar Energy Corporation of India Limited, New Delhi.

Tender/ NIT/ Bid Document No.	(Enter Bid No & Date given in published GeM Tender document)
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 (A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India
Do Not Open Before	

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

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

21. DEADLINES FOR SUBMISSION OF BIDS

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

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

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

22. LATE BIDS

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

- 22.2 E-tendering system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.
- 22.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

23. MODIFICATION AND WITHDRAWAL OF BIDS

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

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document with the due written consent from the authorized signatory of the bidder.

- 23.2 The modification shall also be prepared, sealed, marked, and dispatched in accordance with the provision of the clause 20 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 23.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of bidder's EMD, if applicable pursuant to clause 14 of ITB and rejection of bid.
- 23.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be unconditionally withdrawn.
- 23.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Owner shall forfeit EMD, if applicable paid by the bidder and such bidders shall be debarred from

participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Owner after following the due procedure.

[E] - BID OPENING AND EVALUATION CRITERIA

24. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

25. BID OPENING

25.1 Unpriced Bid Opening:

Owner will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Information Sheet. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance. However, the presence of bidder(s) during unpriced bid opening is subjective and will depend on case to case basis against the sole discretion of Owner. As it's an online bidding system, Bidder's attendance during the Techno-commercial Bid opening in Owner's Premises is not envisaged, as the same may be observed by the respective bidders from their online login credentials of the e-tendering portal.

25.2 Priced Bid Opening:

25.2.1 Owner will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.

25.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall not be opened.

25.2.3 As it's an online bidding system, Bidder's attendance during the Price Bid opening in Owner's Premises is not envisaged, as the same may be observed by the respective bidders from their online login credentials of the e-tendering

portal. Owner may also intimate the Techno commercial qualified bidders through mails for the opening of price bids.

26 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Owner's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

27 CONTACTING THE OWNER

27.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Owner on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

27.2 Any effort by the Bidder to influence the Owner in the Owner's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the offer/Bid and action shall be initiated as per procedure in this regard.

28 EXAMINATIONS OF BIDS AND DETERMINATION OF RESPONSIVENESS

28.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Owner will determine whether each Bid.

- a) Meets the "Bid Evaluation Criteria" of the Bidding Documents.
- b) Is accompanied by the required 'Earnest Money Deposit' and 'Tender Processing Fees', if applicable.
- c) Is substantially responsive to the requirements of the Tender Documents; and
- d) Provides any clarification and/ or substantiation that the Owner may require to determine responsiveness pursuant to "ITB: Clause-28.2".

28.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose Owner defines the foregoing terms below: -

- (a) “Deviation” is departure from the requirement specified in the tender documents.
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- (c) “Omission” is the failure to submit part, or all of the information or documentation required in the tender document.

28.3 A material deviation, reservation or omission is one that,

- (a) If accepted would,
 - (i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - (ii) Limit, in any substantial way, inconsistent with the Tender Document, the Owner’s rights or the bidder’s obligations under the proposed Contract.
- (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

29 CORRECTION OF ERRORS

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

total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

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

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

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

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

30 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

All bids submitted must be in the currency specified at clause 12 of ITB.

31 EVALUATION OF BIDS

Bidders are required to submit their Price quotes as per the Price proposal format in GeM. Quoted Prices should be inclusive of Goods & Service Tax (GST) which shall be reimbursed by SECI on actual against documentary proof based on tax invoices raised by the bidder.

Proposals shall be evaluated as per evaluation criteria mentioned below on the Total Evaluated Bid Value (TEBV) including GST.

31.1 Evaluation of Techno - Commercial Part (First Envelope)

The Owner will carry out a detailed evaluation of the bids of the qualified bidders to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. To reach such a determination, the Owner will examine the information supplied by the bidders, pursuant to ‘ITB: Clause-9’, and other requirements in the Bidding Documents, considering the following factors:

- (a) overall completeness and compliance with the Technical Specifications of the bid. The bid that does not meet minimum acceptable standards of completeness,

consistency and detail may be rejected for non-responsiveness,

- (b) compliance with the time schedule,
- (c) any other relevant technical factors that the Owner deems necessary or prudent to take into consideration,
- (d) any deviations to the commercial and contractual provisions stipulated in the Tender Documents,
- (e) details furnished by the bidder in response to the requirements specified in the Tender Documents.

31.2 Opening of Second Envelope by Owner

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

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

31.3 Evaluation of Financial Part (Second Envelope)

- 31.3.1 The Owner will examine the Price Part (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed/digitally signed, and whether the bids are generally in order.
- 31.3.2 Financial Proposal Content: After the technical evaluation, the Financial Bids of bidders will be opened and will be ranked in terms of their Total Evaluated Bid Value (TEBV).
- 31.3.3 Total Evaluated Bid Values (TEBV) for all the Bidders shall be compared to determine the lowest Total Evaluated Bid Value (TEBV) as given under Format of Schedule of Rates (SOR) / Price Bid.
- 31.3.4 The least TEBV will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3, etc. Evaluations will be based on documentary evidence

submitted by the applicant with respect to evaluation / selection criteria. L1 bidder would be selected on the basis of the TEBV for the contract period as per the price proposal format provided. The lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA)/Work Order (WO).

- 31.3.5 The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.
- 31.3.6 Arithmetical errors will be rectified in line with Clause no. 29 of ITB.
- 31.3.7 The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Tender Documents.
- 31.3.8 Total Evaluated Bid Value including all taxes and duties for all the bidders shall be compared to determine the lowest Total Evaluated Bid Value as given under Price proposal Format & the lowest (L1) evaluated offer as such, will be selected for the Notification of Award (NOA)/Work Order (WO). The evaluation will be done on the total evaluated bid value & not on individual line item/Product wise.
- 31.3.9 The mentioned Total Evaluated Value will be considered up to 2 decimal places only.
- 31.3.10 In case only single offer is received, SECI at its sole discretion may take appropriate actions for further process as per SECI policy.

[F] - NOTIFICATION OF AWARD/ LETTER OF INTENT/ CONTRACT AGREEMENT

32 AWARD

Subject to "ITB: Clause-28", Owner will award the Contract 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.

33 WORK ORDER/ NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF ALLOCATION

- 33.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, in the form of "Work Order (WO)"/" Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" 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.

- 33.2 Contract Period shall commence from the effective date of "Work Order"/"Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" or from the Date of GeM Order. The "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation"/ "GeM Order" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-34".
- 33.3 The "Work Order (WO)"/ "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" / "GeM Order" 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 within 07 days of its issuance including all the Appendix, Annexures as a token of acceptance.
- 33.4 In case the successful bidder fails to acknowledge the acceptance of "Work Order (WO)"/ "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" / "GeM Order" as mentioned above vide clause no. 33.3, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.
- 33.5 In case of Non-responsive/Non-acceptance to the WO/NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

34 SIGNING OF CONTRACT AGREEMENT

- 34.1 Within 30 (Thirty) days of the effective date of Work Order (WO)/Notification of Award (NOA) or from the date of GeM order by the owner, the successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Owner on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'state' specified.
- 34.2 In case the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 34.1, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed. Same shall constitute sufficient grounds for the forfeiture of EMD, if applicable.
- 34.3 In case of Non-responsive/Non-acceptance to the WO/NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion

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

35 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:

- 35.1 The bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- 35.2 The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- 35.3 The bidder goes into liquidation voluntarily or otherwise during the execution of contract.
- 35.4 The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- 35.5 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.
- 35.6 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.

36 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

- 36.1 Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I along with this ITB document.
- 36.2 Annexure-I deliberates in detail all consequences pertaining to clause no. 36.
- 36.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS/ CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary to "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers/ Contractors/ Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract

etc., and/ or on other grounds as mentioned in Owner's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/ bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Owner, to such Vendors/ Suppliers/ Contractors/ Bidders/ Consultants.

The Vendor/ Supplier/ Contractor/ Bidder/ Consultant understands and agrees that in such cases where Vendor/ Supplier/ Contractor/ Bidder/ Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Owner, such decision of Owner shall be final and binding on such Vendor/ Supplier/ Contractor/ Bidder/ Consultant and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue/ dispute arising in the matter.

37 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)

37.1 As per the Public Procurement Policy for Micro and Small Enterprise (MSEs) order 2012, issued vide Gazette Notification number 503, dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprise of Govt. of India, and specific to this tender, MSEs must be registered with any of the following agencies/ bodies shall be exempted from Tender Processing Fees and EMD submission, if applicable upon production of valid registration certificate.

(i) Udyam Registration

MSEs participating in the tender must submit the certificate of registration with any one of the above agencies. The registration certificate issued from any of the above agencies must be valid as on close date of the tender.

The MSEs, who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/ preference.

37.2 Void.

37.3 In case the bidder is falling under above category, the bidder shall submit the documentary evidence satisfying the same.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the tender.

38 RISK OF REJECTION

Any Conditional Bid will straight away run into risk of rejection.

39 **INCOME TAX & CORPORATE TAX**

- 39.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 39.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 39.3 TDS under GST as may be applicable shall be deducted as per law of Government of India in vogue.

39.4 **MENTIONING OF PAN NO. IN INVOICE BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/ services/ works/ consultancy services exceeding INR 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding INR 2 Lacs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

Annexure-I

PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

1. Definitions:

- 1.1 “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- 1.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive to influence a selection process or during execution of contract/ order.
- 1.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
- 1.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- 1.5 A “Vendor/ Supplier/ Contractor/ Consultant/ Bidder” is herein after referred as “Agency”
- 1.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Committee” concerned.
- 1.7 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common.
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) Substantial or majority shares are owned by banned/ suspended agency and by

virtue of this it has a controlling voice.

1.8 “Investigating Agency” shall mean any department or unit of Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Owner, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

2. Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

2.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice, the bid of such Bidder (s) shall be rejected, and its Earnest Money Deposit (EMD, if applicable) shall be forfeited.

Further, such agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

2.2 Irregularities noticed after award of contract

(a) During execution of contract:

If an agency, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

The concerned order(s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning list.

After conclusion of process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Security submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(b) After execution of contract and during Defect liability period (DLP)/

Warranty/ Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period/O&M Period, the agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

Further, the Contract Performance Security submitted by agency against such order(s)/ contract(s) shall be forfeited.

(c) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

2.3 Period of Banning

Banning period shall be reckoned from the date of issuance of banning order and shall be for a period as may be decided by the Owner based on specific case basis. However, minimum period of ban shall be 06 (Six) months from the date of issuance of banning order.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

3. Effect of banning on other ongoing contracts/ tenders

3.1 If an agency is banned, such agency shall not be considered in ongoing tenders/ future tenders.

3.2 However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency shall be allowed

to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the contract.

3.3 If an agency is banned during tendering and irregularity is found in the case under process:

3.3.1 after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.

3.3.2 after opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.

3.3.3 after opening of price bid, EMD, if applicable made by the agency shall be returned; the offer/Bid of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ misappropriation of facts committed in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

4. Procedure for Suspension of Bidder

4.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by C&P Department when

- (i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Nonperformance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

4.2 Suspension Procedure:

4.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the

Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

- 4.2.2 During the period of suspension, no new business dealing may be held with the agency.
- 4.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- 4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- 4.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from Owner.

The competent authority to approve the suspension will be same as that for according to approval for banning.

4.3 Effect of Suspension of business:

Effect of suspension on other on-going/ future tenders will be as under:

- 4.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- 4.3.2 If an agency is put on the Suspension List during tendering:
 - 4.3.2.1 after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.
 - 4.3.2.2 after opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.
- 4.3.3 The existing contract(s)/ order(s) under execution shall continue.

Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

Annexure-II

ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)

1. General

Special Instructions (for e-Tendering).

Submission of Online Bids is mandatory for this Tender.

This section contains detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/ tender document.

Bidders who wish to participate in e-tenders must go through the ‘instructions in respect of e-Tendering essentially covering security settings required for bidder’s PC/ Laptop, uploading and checking the status of digital signature in the bidder’s PC/ Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/ Bid etc.

2. About E-Tender Portal (Web)

Solar Energy Corporation of India Limited (SECI) has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the GeM Portal (<https://www.gem.gov.in>) (referred hereunder as “E-Tender Portal”) and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/ Price Schedule (Price Bid) in note and attachment folder, as applicable, and technical bids in secured and

transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

3. Pre-requisite for participation in bidding process

The following are the pre-requisite for participation in e-Tendering Process:

3.1 PC/ Laptop with Windows OS, Internet Explorer/ Mozilla Firefox/ Chrome browser

Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9/ **Mozilla Firefox/ Chrome browser** for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.

3.2 Internet Broadband Connectivity

The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access GeM Portal for downloading the Tender document and uploading/ submitting the Bids.

3.3 A valid e-mail Id of the Organization/ Firm

3.4 E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, SECI has decided to use the GeM portal <https://www.gem.gov.in>.

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

3.5 Tender Bidding Methodology:

Sealed Bid System
Single Stage Two Envelope

4. Void

5. Some Bidding Related Information for this Tender (Sealed Bid)

The bid shall be submitted by the Bidder under “**Single Stage - Two Envelope**” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - **First Envelope** (also referred to as Techno - Commercial Part) and **Second Envelope** (also referred to as Price Part) shall comprise of the following documents:

5.1 Hard Copy

Hard copy of the bid shall comprise of following documents/ programmed file-Attachments to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear a sticker as described under Clause No. 20.2 of Section-III, Instructions to Bidders (ITB) of this EOI documents and is to be submitted to:**

Sh. Boda Pool Singh
Senior Engineer (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
E mail: boda.poolsingh@seci.co.in; contracts@seci.co.in;

- a. Original Non-Refundable Bid Processing Fee as per clause no. 4 of ITB, if applicable.
- b. Original Non-Refundable Cost of Tender Document, if applicable.
- c. EMD, in original as per Clause 14 of ITB as per 'Format F-IV' or as prescribed, if applicable.

Bidder shall also upload the scanned copies of all the above-mentioned original documents as Programmed File Attachments during online Bid Submission as a part of First envelope.

"Bidder should explicitly note that no hard copies are to be submitted as a part of Second envelope".

5.2 Soft Copy

Online documents/Soft copy of the bid shall comprise of following documents to be uploaded on the GeM portal <https://www.gem.gov.in> as per provisions therein.

a. As part of First Envelope

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN ON-LINE MODE AS SOFT COPIES:

- i. Covering Letter as per Format F-I.
- ii. Original Non-Refundable Bid Processing Fee as per clause no. 4 above, if applicable.
- iii. General particulars of the Bidder as per the Format F-II.
- iv. Earnest Money Deposit as per the Format F-IV, if applicable or as prescribed.
- v. Copy of valid MSME registration certificates for MSME bidders registered under Udyam Registration Category only, if availing the Bid Processing Fee and EMD exemptions.

- vi. The copies of Certificate of Incorporation (CoI), Article of Association (AoA), and Memorandum of Association (AoA), in case of registered Company.
- vii. Details of Service Support Centres or Local Presence in Delhi/ NCR Delhi. A self-certification on the letterhead of the Bidder (duly stamped and signed) indicating the list of service centres located in Delhi/ NCR along with address & contact details of the concerned and Escalation matrix for placing the complaints is to be submitted along with the bid.
- viii. Copy of authorization of OEM.
- ix. Original Catalogue of the product quoted along with their model number.
- x. Financial Proposal as per Format F-V.
- xi. Technical Proposal as per Format F-VII along with all the parts/ controller devices make and model should be mentioned with complete details.
- xii. Bidder's Experience as per Format F-VIII.
- xiii. Annual reports along with a certification of turnover of last 03 years as per Format F-IX*.
- xiv. No Deviation Confirmation as per Format F-X.
- xv. E-Banking Mandate Form as per Format F-XI.
- xvi. Power of Attorney as per Format F-XIII for such authorization.
- xvii. Board Resolution as per format XII for such authorization, if applicable.
- xviii. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format F-XIV
- xix. Copy of GST registration No, PAN Card and Income Tax Registration.
- xx. An undertaking that the bidder has not been blacklisted by any Government Department/Autonomous bodies/any organization as on the date of submission of the bid.
- xxi. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.

*In case the audited annual accounts for the year previous Financial Year are not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g., sale of fixed assets. 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 a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

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

b. As part of Second Envelope

- i. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the GeM portal, shall be duly filled.
- ii. Main Price Bid comprising as per Format F-VI (Schedule of Rates (SOR)/Price Bid) as available on GeM of the Price Schedule duly filled, completed, sealed, and signed/digitally signed shall be uploaded. “Termed as **MAIN BID**”.
- iii. The bidder has to Submit the Financial Document indicating price break up in the prescribed price bid format as per Format F-VI, Schedule of Rates (SOR)/Price Bid only.

6. Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in GeM in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in GeM.

CAUTION: All bidders must fill Electronic Form for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Form and the corresponding Main-Bid.

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.gem.gov.in>, and go to the User-Guidance Centre.

8. Void**9. Content of Bid****Un-Priced Bid**

The Un-Priced Bid (i.e. Part I - Technical Bid, refer ITB of tender for details) to be uploaded on GeM. ***Bidders are advised to not upload duly filled Schedule of Rates (SOR)/ Price Schedule (PS) at this link.***

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act

2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/ tender in e-tender portal.

Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder.

10. Submission of documents

Bidders are requested to upload small sized documents preferably at a time to facilitate easy uploading into e-tender portal. Owner shall not be responsible in case of failure of the bidder to upload documents/ bids within specified time of tender submission.

11. Last date for submission of bids

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/ revise the same on or before the last date and time of submission. The system time displayed on GeM e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

12. Internet connectivity

If bidders are unable to access GeM e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option.

SECTION IV

BID DATA SHEET

BID DATA SHEETS (BDS)

The following bid specific data for the Plant and Equipment to be procured shall amend and/ or supplement the provisions in the Section - III, Instruction to Bidders (ITB).

S No	ITB Clause Ref. No.	Bid Data Details
		<u>Replace the existing clause by following:</u>
		<p><u>15. CONTRACT PERFORMANCE SECURITY</u></p> <p>15.1 Against the contract of the project, within 30 (Thirty) days from the effective date of Notification of Award (NOA) or from the Date of GeM Order, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format attached and which shall be for 3% of the Total Contract Value (i.e. Total Sum of Supply and Installation with 5 Years O&M Value) valid for a total period of 67 (Sixty-Seven) Months (14 Weeks for Supply and Installation + 60 Months for O&M period + (3 Moths + Remaining Weeks) Additional) from the date of its issuance. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or NEFT/RTGS transfer 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).</p> <p>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.</p>
1.	Contract Performance Security (ITB clause 15)	

S No	ITB Clause Ref. No.	Bid Data Details
		<p>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”.</p> <p>15.2 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.</p> <p>15.3 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 WO/ NOA/ Contract Agreement, in case Contract Performance Security is not submitted within 45 (Forty-Five) days from the effective date of Notification of Award (NOA) or from the Date of GeM Order. However, total project completion period shall remain same. Part Security shall not be accepted.</p> <p>15.4 If the bidder or their employees or the bidder’s agents and representatives shall damage, break, deface or destroy any property belonging to the Owner 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</p>

S No	ITB Clause Ref. No.	Bid Data Details
		<p>by other bidders and recover expenses from the bidder (for which the certificate of the Engineer-in-Charge shall be final).</p> <p>15.5 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.</p> <p>15.6 The Contract Performance Security (CPS) submitted shall be released to the contractor without any interest not later than 90 days after the successful completion of the contract subject to the approval and acceptance by the owner (Solar Energy Corporation of India Limited).</p>

SECTION V

QUALIFYING REQUIREMENTS

Qualifying Requirements

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

1. GENERAL ELIGIBILITY CRITERIA

- 1.1. The bidder should be an Indian company registered in India and may be a Group company or Holding Company or Subsidiary company of a company meeting the technical and financial eligibility requirement (s) as set forth in this section. Further, Government owned Enterprises registered & incorporated in India, Proprietorships, and Partnerships are also allowed to participate in this tender. However, the bidders against whom sanction/debarment/blacklisting for conducting business is imposed by Government of India, are not allowed to participate. The subsidiary of a foreign company, which is registered in India under Companies Act, 1956 or 2013 prior to the bid submission deadline, is eligible to participate.
- 1.2. In case of registered Companies, the copies of Certificate of Incorporation (CoI), Article of Association (AoA), and Memorandum of Association (MoA) shall be provided along with the bid. In case of other Companies/ Firms, the relevant document demonstrating the status of registration of the Company/ Firm to be provided along with the bid.
- 1.3. Limited Liability Partnerships, NGOs, Charitable Trusts, and Educational Societies are not eligible to participate in this Tender. Bids by Consortium/ Joint Ventures (JV) are not allowed for participation under this Tender.
- 1.4. Company should not have been barred / blacklisted for taking up "similar work" of providing tour and ticketing services in any organisation. It shall be the sole responsibility of the bidder to inform SECI in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- 1.5. The Bidder (either individually or as a consortium or any of the participating members of the Consortium, if applicable) shall not have been debarred by Owner/ Ministry of New & Renewable Energy (MNRE) or any other ministries and / or any other

Government Department, Agencies or CPSUs from future bidding due to “poor performance” or “corrupt and fraudulent practices” or any other reason in the past.

- 1.6. The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- 1.7. **The Tender/Bid Processing Fee and Earnest Money Deposit (EMD) are exempted for MSEs having valid Udyam Registration Certificate only, whose credentials are validated online through Udyam Registration (as validated by Government from time to time) portal (https://udyamregistration.gov.in/Udyam_Verify.aspx).**
- 1.8. The Bidder shall not be under a declaration of ineligibility by Owner for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause no. 36” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 1.9. If the tender documents were issued inadvertently/ downloaded, offers submitted by such bidders shall not be considered for opening/ evaluation/ Award and will be returned to such bidders.
- 1.10. It is the sole responsibility of the Bidder to have informed SECI about any change in status of the declaration (if any) prior to award of contract, the same has to be informed promptly to Owner by the bidder.

2. TECHNICAL ELIGIBILITY CRITERIA

- 2.1. The Bidder should be in the field of providing “**similar works**” for not less than 03 Years as on last date of bid submission.
- 2.2. The bidder should be either an OEM or a business partner/ system integrator/ distributor for the items to be supplied and installed, duly authorized by OEM.
- 2.3. The Bidder should have rendered satisfactory services and successfully completed contracts of “**Similar Works**” in any of the last 07 (Seven) years ending last day of month previous to the one in which bids are invited should be either of the following:

(Document Required: Proof of documentation conforming above experience details/ Client Work Order/ LOI/ LOA/ NOA/ PO along with Completion Certificate/ Performance Certificate/ Successful Order execution confirmation from client side)

with details of purchase orders/work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc.):

- i. The bidder should have successfully completed at least **one** single similar work order of value of **INR 34,16,919.00** (Indian Rupees Thirty-Four Lakhs Sixteen Thousand Nine Hundred & Nineteen only) **or more**.

Or

- ii. The bidder should have successfully completed at least **two** similar work orders each of value of **INR 21,35,575.00** (Indian Rupees Twenty-One Lakhs Thirty-Five Thousand Five Hundred & Seventy-Five only) **or more**.

Or

- iii. The bidder should have successfully completed at least **three** similar work order each of value of **INR 17,08,460.00** (Indian Rupees Seventeen Lakhs Eight Thousand Four Hundred & Sixty only) **or more**.

- 2.4. **“Similar Works”** means the “Supply and Installation/ O&M (Operation & Maintenance)/ AMC (Annual Maintenance Contract) of Controller based Wi-Fi System” works to the Govt. / Autonomous Bodies / PSUs/ JVCs of PSUs/Private organizations /Companies / Institutes/ MNCs.
- 2.5. Bidder should have successfully completed O&M/ AMC of Controller based Wi-Fi System at least 01 Year prior to the last day of month previous to the one in which bids are invited are considered for evaluation of Similar Works.
- 2.6. The Bidder should have Service Support Centre or Local Presence in Delhi/ NCR Delhi. A self-certification on the letterhead of the Bidder (duly stamped and signed) indicating the list of service centres located in Delhi/ NCR along with address and contact details of the concerned is to be submitted along with the bid.
- 2.7. Bidder should have among its clients, reputed institutes/centres or corporate in public/private sector, for whom they have been providing the similar services. Names and addresses of such clients along with details regarding nature, amount and period

of the contracts should be furnished. Certificates from the clients regarding the quality and duration of service rendered shall also be furnished.

3. FINANCIAL ELIGIBILITY CRITERIA

- 3.1. The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2020-21, 2021-22 & 2022-23) should be **INR 17,08,460.00** (Indian Rupees Seventeen Lakhs Eight Thousand Four Hundred & Sixty only).

** MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts. In case of tender having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.*

Financial data for latest last three audited financial years have to be submitted by the bidder in the attached Format in Forms & Formats of the tender document **along with audited balance sheets**. The financial data in the prescribed format shall be certified by Chartered Accountant with his/her stamp and signature.

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

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

- 3.2. The net worth for the last financial year should be positive. “Net Worth” of the Bidder shall be calculated as per Company Act 2013.
- 3.3. The Bidder should have valid PAN, GST registration.
4. The Owner may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the tender within stipulated completion period. This assessment shall inter-alia include (i) document verification, (ii) bidder’s facilities visit, (iii) details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work, (iv) details of plant and machinery, testing facilities, design capabilities, manpower and financial resources, (v) details of quality systems in place, (vi) past experience and performance, (vii) customer feedback, (viii) banker’s feedback etc.
5. Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

Documentary Evidence for the following must be submitted, to support your eligibility

- a) Documentary evidence including Completion Certificate/ Performance Certificate with details of purchase orders/work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders/ LOI/ LOA/ NOA/ PO.
- b) Copies of relevant Certificates issued.
- c) Copy of Self-Certification on the bidder’s letter head being not blacklisted /barred for taking up similar work in any organisation.
- d) Certified copy of registration certificate.
- e) Documents showing proof of turnover during last 3 financial years.

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

SECTION VI

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CONTENTS

[A] DEFINITIONS:

1. DEFINITION & ABBREVIATIONS

[B] GENERAL INFORMATION:

2. INTERPRETATIONS

3. APPLICATION

4. BID LANGUAGE

[C] GENERAL OBLIGATIONS:

5. CONTRACTORS LIABILITY

6. NON-DISCLOSURE

7. SUCCESSFUL VENDOR/AGENCY INTEGRITY

8. DEFAULTS IN CONTRACTS OBLIGATIONS

9. FORCE MAJEURE

10. RISK PURCHASE CLAUSE

11. TERMINATION OF CONTRACT

[D] APPLICABLE LAW AND SETTLEMENT OF DISPUTES

12. ARBITRATION

13. JURISDICTION

[A] DEFINITIONS

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

1. DEFINITION & ABBREVIATIONS

In this TENDER (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1.1 **AFFILIATE** shall mean a company that either directly or indirectly

- a. controls or
- b. is controlled by or
- c. is under common control with

A Bidding Company and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.

1.2 **APPROVED** shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

1.3 **APPOINTING AUTHORITY** for the purpose of arbitration shall be the any person so designated by the Owner.

1.4 **ARBITRATOR** means the person or persons appointed by agreement between the owner and the Contractor to make a decision on or to settle any dispute or difference between the owner and the Contractor referred to him or her by the parties.

1.5 **BID** means the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the Tender, in accordance with the terms and conditions hereof.

1.6 **BIDDER** means Bidding Company/ Expert submitting the Bid. Any reference to the Bidder includes Bidding Company/ Experts including its successors, executors and permitted assigns as the context may require.

- 1.7 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.8 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.9 **NET-WORTH** shall mean the Net-Worth as defined section 2 of the company Act, 2013.
- 1.10 **CONTRACT** shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 1.11 **CONTRACT DOCUMENTS** mean collectively the Limited Tender Documents, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the Limited Tender and acceptance thereof.
- 1.12 **CONTRACTOR/ SUCCESSFUL BIDDER** means the person or the persons, firm or Company or corporation whose tender has been accepted by the Owner and includes the Contractor's legal representatives his/ her successors and permitted assigns.
- 1.13 **CONTROLLING OFFICER** means the authorized Controlling Person/body of the contract from Human Resource P&A Department of designation not below the rank of General manager or as suitably appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.14 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender.
- 1.15 **PROJECT MANAGER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.16 **EFFECTIVE DATE** means the date of issuance of "Work Order"/"Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" or Effective date as mentioned in the "Work Order"/Notification of Award/ Letter of Intent/ Letter from which the Time for Completion shall be determined.

- 1.17 **FINANCIAL BID/PRICE BID** means the price quotation submitted by the Service Provider for the complete Limited Tender scope of work as per the format provided under Schedule of Rates (SOR).
- 1.18 **NOTICE IN WRITING OR WRITTEN NOTICE** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.19 **WORK ORDER (WO)/ NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the owner notifying the Contractor that his bid has been accepted.
- 1.20 **OFFICER IN CHARGE** means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.21 **OWNER** means here in the context of this Tender Document as Solar Energy Corporation of India Limited (SECI), New Delhi, a Company incorporated in India under the Company's Act 2013 having its Corporate cum Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and shall include the legal successors or permitted assigns of the Owner.
- 1.22 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 1.23 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.24 **TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.25 **SELECTED BIDDER or SUCCESSFUL BIDDER** shall mean the Bidder selected pursuant to this Tender Document to execute the Supply & Services as per the terms of Tender.
- 1.26 **MONTH** shall mean calendar month.

- 1.27 **WEEK** means a period of any consecutive seven days.
- 1.28 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.29 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.

[B] GENERAL INFORMATION

2. INTERPRETATIONS

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

3. APPLICATION

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

4. BID LANGUAGE

The bid prepared by the Service Provider, as well as all correspondence and documents relating to the Bid exchanged by the Service Provider and SECI, shall be written in English language only. Supporting documents and printed literature furnished by the Service Provider may be in another language provided they are accompanied by an

accurate translation of the relevant passages in the English language duly certified by the Service Provider, in which case, for purposes of interpretation of the Bid, the translation shall govern.

[C] GENERAL OBLIGATIONS

5. CONTRACT LIABILITY

Contractors' liability towards indemnity

The successful bidder shall submit an indemnity bond, indemnifying SECI from the following, on a stamp paper of Rs. 100 duly signed by the authorized signatory within 30 working days from the date of work order, and before commencement of work at site:

- (i) Any third-party claims, civil or criminal complaints /liabilities, site mishaps, fire hazards and other accidents including death of any person/s or dispute and /or damages occurring or arising out of any mishaps at site due to his/his employee/representative fault or negligence.
- (ii) All claims, demands, actions, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned to or may occasion to the Bidder as a result of nonpayment of any statutory dues levied/Taxes e.g. leviable on the Bidder or the Bidder committing breach of any of the rules, regulations, orders, directives, instructions that may be issued by any authority under the Central Government/State Govt. or any statute or law for the time being in force.
- (iii) Any damages, loss, death or expenses due to or resulting from any negligence or breach of duty on his/his employee/representative part.

6. 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.

7. 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.

8. DEFAULT IN CONTRACTS OBLIGATION

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

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

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

9. FORCE MAJEURE

9.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- Act of God, including, but not limited to lightning, fire not caused by Contractors' negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon or tornado;

- Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, quarantine;
- Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.

9.2 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- Delay in the performance of any Contractor, sub-Contractor or their agents;
- Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- Strikes at the facilities of the Contractor / Affected Party;
- Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- Non-performance caused by, or connected with, the Affected Party's:
 - Negligent or intentional acts, errors or omissions;
 - Failure to comply with an Indian Law; or
 - Breach of, or default under this Contract Agreement.
- Normal rainy seasons and monsoon
- Any Transport strikes not directly affecting the delivery of goods from manufacturer to site

9.3 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.

9.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Contractor will

furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.

- 9.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.
- 9.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.
- 9.7 If works are suspended by Force Majeure conditions lasting for more than two months, the Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 9.8 The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.

10. RISK PURCHASE CLAUSE

In case the contractor is not able, in the judgment of SECI, to maintain satisfactory work progress and it appears that he will not be able to render the services within the time schedule and achieve the target completion date, SECI shall be at liberty to either:

- a) Continue as per the Work Order with due liquidated damages (if applicable) for late delivery.
- or
- b) Engage any other contractor, parallel to existing contractor, to complete part of the balance order at the risk and cost of the existing contractor.
- or
- c) Cancel the Work Order and get the balance work done from third party at the risk and cost of the existing contractor.

11. TERMINATION OF CONTRACT

11.1 Termination for Non-Performance and Subsequently Putting the Contractor/Agency on Banning List

In case of termination of Contract herein except under conditions of termination after expiry of contract, the Contractor shall be put under Banning List [i.e. neither any

enquiry will be issued to the contractor by Owner against any type of tender nor their offer will be considered by Owner against any ongoing tender(s) where contract between Owner and that particular Contractor (as a bidder) has not been finalized] for a period as decided by the Owner to such Contractor.

Banning period shall be reckoned from the date of banning order and shall be for a period as may be decided by the Owner based on specific case basis. However, minimum banning shall be for 06 (Six) months from the date of banning order.

11.2 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.

11.3 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.

[D] APPLICABLE LAW AND SETTLEMENT OF DISPUTES

12. Arbitration

Normally all disputes should be settled by negotiations between the Owner and the concerned parties.

In case any dispute / difference is not settled through negotiations, the respective parties can seek remedy through Arbitration only by invoking the same within 120 days of raising of dispute. No disputes shall be referred to civil courts other than through Arbitration.

The issues/ disputes which cannot be mutually resolved through negotiations within the time stipulated above, all such disputes shall be referred to arbitration by Sole Arbitrator.

Owner shall suggest a panel of three independent and distinguished persons to the Contractor/ Supplier (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 (Thirty) Days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and Owner shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Owner on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/ awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties.

The Arbitration proceedings shall be in English language and venue shall be the State of the Owner as specified in the BDS/SCC. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of the Owner as specified in the BDS/SCC.

Above mentioned Arbitration clause will be applicable for the Disputes where the amount of claim is less than or equal to INR 1Crore (Indian Rupees One Crore only). For the cases of disputes where the amount of claim is more than INR 1 Crore (Indian Rupees One Crore), such disputes will be settled through commercial Courts established under the Commercial Courts, Commercial Division and Commercial Appellate divisions of High Courts act, 2015. Before going to the commercial court for settlement, such disputes be first referred to conciliation for settlement and in case of failure in conciliation, disputes be referred to the commercial courts for adjudication. In cases of funded packages, the aforesaid changes shall be implemented after concurrence of the funding agency.

FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government.

If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time.

The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon 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 Law Secretary whose decision shall bind the parties finally and conclusively.

13. Jurisdiction

The Contract shall be governed by and constructed according to the laws in force in INDIA. The Contractor hereby submits to the jurisdiction of the Courts situated at **“State of the Owner of the Project as defined in the BDS/SCC”** for the purposes of disputes, actions and proceedings arising out of the Contract, the courts at **“State of the Owner of the Project”** only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION VII

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding Clause number(s) of the GCC is/are indicated in parentheses.

SCC No.	GCC Clause Ref. No. (if Applicable)	Details/ Description/ Special Conditions
1	Definitions (GCC clause 1)	<p style="text-align: center;">The Owner is:</p> <p style="text-align: center;">Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p style="text-align: center;">Kind Attn.: AGM (C&P) / Senior Manager (C&P) Telephone No.: - +91-(0)11-24666200 Fax No.: - +91-(0)11-24666200 E-mail: - contracts@seci.co.in</p>
2	Payment terms (GCC clause 14)	<p>14. Total Contract value comprises two components:</p> <p style="padding-left: 40px;">14.1.1 Supply and Installation Charges (i.e. Part – A, B & C of clause B.2 of Scope of Work, Section-II above)</p> <p style="padding-left: 40px;">14.1.2 5 Years O&M Charges (i.e. Part – D of clause B.2 of Scope of Work, Section-II above)</p> <p>14.2 100% payment of supply and installation charges as per para 14.1.1 will be released on submission of invoices, duly completed in all respect and furnish of installation report comprising system configuration details & serial numbers of the all supplied equipment as per the BOM mentioned in document to Engineer in Charge/ IT Department of SECI and deduction of LD/penalty as mentioned at B.5 of Scope of Work, Section-II above (if any, as applicable).</p>

		<p>14.3 Payment during the O&M period of 05 (Five) years will be released on half yearly basis subject to submission of invoice to Engineer in Charge/ IT Department of SECI, duly completed in all respect and deduction of LD/penalty as mentioned at clause B.4 & B.5 of Scope of Work, Section-II above (if any, as applicable).</p> <p>14.4 If, contractor has quoted total 05 (Five) years O&M charges as INR X, then the contractor shall raise the half-yearly invoice/bill with an amount of INR X/10 during the O&M period of 05 (Five) years.</p> <p>14.5 Payment due to the Contractor shall be made by the Owner by mode of e-Banking. In all cases, the Contractor shall present his bill duly pre-receipted on proper revenue stamp & payment shall be made in Indian Currency only. The invoice shall be raised in favour of “Solar Energy Corporation of India Limited”.</p> <p>14.6 In general, payment of final bill shall be made to Contractor within 30 (Thirty) days of the submission of bill, after completion of all the obligations under the Contract against the final completion.</p> <p>14.7 Receipt for payment made on account of work when executed by a company, must be signed by a person holding due power of attorney in this respect on behalf of the Contractor, except when the Contractor are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.</p> <p>Note:</p> <p>i. Payment shall be made against submission of Original Invoice subject to verification & acceptance by SECI and no advance payment will be allowed.</p>
--	--	--

		<p>ii. All the payment shall be released from Owner's Head Office, SECI, New Delhi, upon submission of Original Documents as mentioned.</p> <p>iii. Bidder must quote the price in enclosed price formats only. The formats shall not be changed and/ or retyped. For any deviation to the Financial Proposal format, proposal is liable for rejection.</p> <p>iv. Any variation or change in the quantity of the work shall be paid only after the confirmation from Engineer in Charge/ IT Department of SECI in written.</p> <p>v. Payment will be released through RTGS/NEFT/IMPS in the name of Bidder after statutory deductions (if any).</p>
--	--	--

SECTION VIII

FORMS & FORMATS

LIST OF FORMS & FORMAT

Form No.	Description
Format F-I	Covering Letter
Format F-II	General Particulars of the Bidder
Format F-III	Format for Contract Performance Bank Security
Format F-IV	Format for Earnest Money Deposit
Format F-V	Financial Proposal
Format F-VI	Schedule of Rates (SOR)/Price Bid
Format F-VII	Technical Proposal
Format F-VIII	Bidder's Experience
Format F-IX	Format for Turnover for last 03 (Three) financial years
Format F-X	"NO DEVIATION" Confirmation
Format F-XI	E-Banking Mandate Form
Format F-XII	Format for Board Resolution
Format F-XIII	Format for Power of Attorney
Format F-XIV	Declaration Regarding Banning, Liquidation, Court Receivership etc.
	List of Banks
	Format for Pre-Bid Query

Covering Letter

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

Date: _____

Reference No: _____

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

Tel. #:

Fax #:

E-mail address#

To

**Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate-B, NBCC Office Block Tower- 2
East Kidwai Nagar, New Delhi- 110023**

Sub: Response to Tender Document ----- dated ----- for: **“Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at Solar Energy Corporation of India Limited, New Delhi”** at SECI.

Dear Sir / Madam,

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 Bidder for **“Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at Solar Energy Corporation of India Limited, New Delhi”** at SECI.

1. We give our unconditional acceptance to the Tender Document, dated [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document.
2. Processing Fees
We have enclosed a Bid Processing Fees of INR (Insert Amount), in the form of NEFT/Demand Draft/ Banker’s Cheque no (Insert UTR reference no/ reference of the DD/ Banker’s Cheque) dated..... (Insert date of UTR/DD/

banker's cheque) from (Insert name of Bank providing DD/ banker's cheque) and valid up to and including in terms of Clause of this tender

3. Earnest Money Deposit

We have enclosed an Earnest Money Deposit of INR..... (Insert Amount), in the form of 'Demand Draft' or 'Banker's Cheque' or NEFT or bank guarantee no..... (Insert reference of the bank guarantee) dated..... (Insert date of bank guarantee) as per Format-IV from (Insert name of Bank providing BG) and valid up to and including in terms of Clause of this tender.

4. 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.

5. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the bid Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

6. Familiarity with Relevant Indian Laws & Regulations:

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Bid Document, in the event of our selection as Successful Bidder.

7. 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.

8. 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.

9. 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.

10. We hereby declare that our company has not been debarred/ black listed by any Central/State Govt. Ministry or Department/ Public Sector company/ Government autonomous body.

11. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred eighty (180) days from the date of opening of tender or as per the published bid document.

12. Contact Person

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

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

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

Dated the _____ day of _____, 20...

Thanking you,
Yours faithfully,

(Name, Designation and Signature of Authorized Person)

GENERAL PARTICULARS OF THE BIDDER

(To be given on the Letter Head of the Bidding Company/ Firm/ Bidder)

Name of the Company/ 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 & Bank Branch Address)	
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:

WO/ Contract No.....

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

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate-B, NBCC Office Block Tower- 2,
East Kidwai Nagar, New Delhi- 110023

Dear Sir / Madam,

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

(or)

vide notification of award issued on (*insert date of the notification of award*) by
you to M/s (*Name of Vendor*) having its Principal place of business at
..... (*Address of Vendor*) and Registered Office at
(*Registered address of Vendor*) ("the
Vendor") concerning (*Indicate brief scope of work*)
for the complete execution of the (*insert name of Package along with 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*), up to 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 Vendor 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 Vendor 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 up to 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 up to _____ (*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 EARNEST MONEY DEPOSIT

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

Ref. _____

Bank Guarantee No. _____ ; Date: _____

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

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

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

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

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

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

Signature _____

Name _____

Power of Attorney No. _____

For _____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Bank Contact Details & E Mail ID is to be provided

Format F-V**FINANCIAL PROPOSAL**

(To be given on the Letter Head of the Bidding Company/ Firm/ Bidder)

Bid/NIT .No. _____

Date: _____

From: _____ (*Insert name and address of Company/ Firm/ Vendor/ Bidder*)_____

Tel.#:

Fax#:

E-mail address#

To,
Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate-B, NBCC Office Block Tower- 2
East Kidwai Nagar, New Delhi- 110023

Sub: Response to Tender/NIT No.: _____ dated _____ for: **Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at Solar Energy Corporation of India Limited, New Delhi.**

Dear Sir/ Madam,

I/ We, _____ (*Insert Name of the Company/ Firm/ Vendor/ Bidder*)
enclose herewith the Financial Proposal for selection of my/our firm/Vendor/Agency
for _____.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days or as mentioned on published bid document from the due date of submission of the response to this document.

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

Thanking you,
We remain,
Yours faithfully

Name, Designation

Seal and Signature of Authorized Person

SCHEDULE OF RATES (SOR)/PRICE BID

(To be quoted on GeM by the Bidding Company/ Firm/ Bidder)

Schedule of Rate (SOR) / Price Bid					
Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at Solar Energy Corporation of India Limited, New Delhi					
S No	Description of the Item	Quantity	Unit Price exclusive of GST (INR)	Applicable GST (INR)/Unit	Total Price inclusive of GST (INR)
	C	D	E	F	G = (E + F) x D
Part-A: Supply of Active Components					
(For detailed specifications refer Part-A of clause B.2 under Scope of Work, Section-II of this tender document)					
H	Indoor Access Point	17 Nos			
I	Wi-Fi Controller	1 No			
J	Access Switch	2 Nos			
K	SFP	4 Nos			
Part-B: Supply of Passive Components					
(For detailed specifications refer Part-B of clause B.2 under Scope of Work, Section-II of this tender document)					
L	UTP cable cat 6A 305 mtr Box	3 Nos			
M	24 port Patch Panel cat 6A	2 Nos			
N	Information outlet cat 6A - Single (1-port)	17 Nos			
O	Patch Cord Cat 6A 1 Mtr	17 Nos			
P	Patch Cord Cat 6A 2 Mtr	17 Nos			
Q	PVC conduit of OD size (Per meter) 25 MM	500 Nos			
Part-C: Installation Services of above Active Components (Part-A) & Passive Components (Part-B) i.e. Controller based Wi-Fi System					
(For detailed specifications refer Part-C of clause B.2 under Scope of Work, Section-II of this tender document)					
R	Installation of the Controller based Wi-Fi System i.e. above-mentioned Active Components (Part-A) &	Lump Sum			

	Passive Components (Part-B).				
Part-D: 5 Years O&M of installed Controller based Wi-Fi System (For detailed specifications refer Part-D of clause B.2 under Scope of Work, Section-II of this tender document)					
S	05 (Five) Years Operation & Maintenance (O&M) of the installed Controller based Wi-Fi System i.e. above-mentioned Active Components (Part A) & Passive Components (Part B).	Lump Sum			
Total Evaluated Bid Value (TEBV) (INR) = (H+I+J+K+L+M+N+O+P+Q+R+S)					INR

NOTE:

- The bidder has to quote Total Evaluated Bid Value (TEBV) = (H+I+J+K+L+M+N+O+P+Q+R+S) in GeM <https://www.gem.gov.in> and Submit Financial Document indicating price break up in the prescribed price bid format only.
- The bidder has to quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.
- Tender with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- The offer should be valid for a period of 180 days or as mentioned on published bid document from the date of opening of tender, failing which the Limited tender will be liable for rejection.
- 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.
- 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. Bidder shall quote Service charge for all the work as per the Scope of work and Specifications as defined under this document.**

- g) **The quoted price shall include supply, installation, integration with existing system, training, related civil, cabling, documentation, etc., necessary for providing the complete facilities and services at SECI office premises, as described in the tender document.**
- h) **The quoted price shall also include all installation materials required for proper installation of the equipment. These shall include, but not be limited to, all connectors, inter bay and inter equipment cables, power distribution boxes, etc**
- i) 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.
- j) Payment will be made as mentioned in the payment terms.
- k) Variation in taxes, duties, levies etc. after award of job but within the Time schedule as mentioned in Limited 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.
- l) Bidder confirms that he has noted the contents of the Preamble to the Schedule of Rates, Schedule of Rate, Bid Document and quoted his Prices accordingly without any deviation.

TECHNICAL PROPOSAL

(To be given on the Letter Head of the Bidding Company/ Firm/ Bidder)

S No	Description of the item	Make	Model	Attached Data / Specification sheet (Yes / No)	Remarks, if any
1	Indoor Access Point				
2	Wi-Fi Controller				
3	Access Switch				
4	SFP				
5	UTP cable cat 6A 305 mtr Box				
6	24 port Patch Panel cat 6A				
7	Information outlet cat 6A - Single (1-port)				
8	Patch Cord Cat 6A 1 Mtr				
9	Patch Cord Cat 6A 2 Mtr				
10	PVC conduit of OD size (Per meter) 25 MM				

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

BIDDER'S EXPERIENCE

(To be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To
Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate-B, NBCC Office Block Tower- 2
East Kidwai Nagar, New Delhi- 110023

Sub: Bid for “**Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at Solar Energy Corporation of India Limited, New Delhi**”.

Dear Sir / Madam,

S No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract /Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place: _____

[Signature of Authorized Signatory of Bidder]

Date: _____

Name: _____

Designation: _____

Seal _____

Note:

Prospective Bidders are requested to submit the necessary Documentary evidence including PO/WO/Completion Certificate/ Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders.

Format F-IX

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	2020-21		
2	2021-22		
3	2022-23		

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 2023.
- 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

Seal and Signature of Bidder

UDIN:

Accountant with Seal

Witnesses:

Format F-X**"NO DEVIATION" CONFIRMATION**

To,

M/s SOLAR ENERGY CORPORATION OF INDIA LIMITED
_____**SUB: No Deviation Confirmation for the “Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at Solar Energy Corporation of India Limited, New Delhi”.**

DOCUMENT 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

E-Banking Mandate Form

(To be given on the Letter Head of the Bidding Company/ Firm/ Bidder)

1. Vendor/Vendor/Agency/customer Name :
2. Vendor/Vendor/Agency/customer Code:
3. Vendor/Vendor/Agency /customer Address:
4. Vendor/Vendor/Agency/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/ Vendor/ Agency/ customer)

FORMAT FOR BOARD RESOLUTIONS

(To be given on the Letter Head of the Bidding Company/ Firm/ Bidder)

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 “**Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M 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 with Registration no.)

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 follow the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

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 Tender/NIT No dated issued by **Solar Energy Corporation of India Limited (SECI), New Delhi** including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information / responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above-mentioned NIT.

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

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

Signed by the within named

..... **(Insert the name of the executant company)**
through the hand of Mr.duly authorized
by the Board to issue such Power of Attorney

Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.
(Signature)
Name.....
Designation
2.
(Signature)
Name.....
Designation

Notes:

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

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

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

**DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP
ETC.**

(To be given on the Letter Head of the Bidding Company/ Firm/ Bidder)

To,

M/s SOLAR ENERGY CORPORATION OF INDIA LIMITED

Bid No:

Date:

Sub: Bid for “Tender for Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at Solar Energy Corporation of India Limited, New Delhi”.

Dear Sir / Madam,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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.

Format for Pre-Bid Query

Supply and Installation of Controller based Wi-Fi System with 5 Years O&M at SECI, New Delhi							
Sl. No.	Tender Section	Page No.	Clause No	Description as per Tender Document	Queries	Category (Finance/ Technical/ Contractual)	Clarifications
1							
2							
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