



**Request for Empanelment of Vendors for  
Design, Supply, Installation, Testing and  
Commissioning including Warranty,  
Comprehensive Operation & Maintenance of  
Solar Power Projects in India-Ground mounted  
(up to 5 MW) and Rooftop Systems under  
Category B: Other Government  
Organizations/Institutions  
(Round-2)**

**RfE No. SECI/C&P/MI/00/0017/2023-24 dated: 26-10-2023**

Tender Search Code on ISN-ETS: SECI-2023-TN000026

***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  
Tel: 011 - 24666200, e-mail : contracts@seci.co.in***

## **DISCLAIMER**

- I. Though adequate care has been taken while preparing the RfE document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfE documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
- II. Solar Energy Corporation of India Ltd. (SECI) reserves the right to modify, amend or supplement this document.
- III. This RfE document has been prepared in good faith, and on best endeavor basis. 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 document, even if any loss or damage is caused by any act or omission on their part.
- IV. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi

Date: 26-10-2023

## **BID INFORMATION SHEET**

The brief details of the RfE are as under:

<b>(A)</b>	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	<p>1. Request for Empanelment of Vendors for Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation &amp; Maintenance of Solar Power Projects of various capacities under Category B: Other Government Organizations/Institutions.</p> <p>2. Projects will be set up under CAPEX as well as RESCO modes.</p>				
<b>(B)</b>	<b>RfE NO. &amp; DATE</b>	RfE No. SECI/C&P/MI/00/0017/2023-24 dated: 26-10-2023				
<b>(C)</b>	<b>TYPE OF BIDDING SYSTEM</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">SINGLE STAGE TWO ENVELOPE</td><td style="width: 40%; text-align: center;"><input style="width: 90%;" type="text"/></td></tr> <tr> <td style="text-align: center;">SINGLE STAGE SYSTEM SINGLE ENVELOPE</td><td style="text-align: center;"><input style="width: 90%;" type="text" value="Yes"/></td></tr> </table>	SINGLE STAGE TWO ENVELOPE	<input style="width: 90%;" type="text"/>	SINGLE STAGE SYSTEM SINGLE ENVELOPE	<input style="width: 90%;" type="text" value="Yes"/>
SINGLE STAGE TWO ENVELOPE	<input style="width: 90%;" type="text"/>					
SINGLE STAGE SYSTEM SINGLE ENVELOPE	<input style="width: 90%;" type="text" value="Yes"/>					
<b>(D)</b>	<b>TYPE OF RfE/ TENDER</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">E-TENDER</td><td style="width: 40%; text-align: center;"><input style="width: 90%;" type="text" value="Yes"/></td></tr> <tr> <td style="text-align: center;">MANUAL</td><td style="text-align: center;"><input style="width: 90%;" type="text"/></td></tr> </table>	E-TENDER	<input style="width: 90%;" type="text" value="Yes"/>	MANUAL	<input style="width: 90%;" type="text"/>
E-TENDER	<input style="width: 90%;" type="text" value="Yes"/>					
MANUAL	<input style="width: 90%;" type="text"/>					
<b>(E)</b>	<b>COMPLETION/ CONTRACT PERIOD</b>	As mentioned in RfE Document				
<b>(F)</b>	<b>BID PROCESSING FEE</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">APPLICABLE</td><td style="width: 40%; text-align: center;"><input style="width: 90%;" type="text" value="Yes"/></td></tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;"><input style="width: 90%;" type="text"/></td></tr> </table> <p>Amount: INR 6,000/- (Indian Rupees Six Thousand Only) including GST, to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to RfE in favor of “Solar Energy Corporation of India Ltd”, payable at New Delhi.</p>	APPLICABLE	<input style="width: 90%;" type="text" value="Yes"/>	NOT APPLICABLE	<input style="width: 90%;" type="text"/>
APPLICABLE	<input style="width: 90%;" type="text" value="Yes"/>					
NOT APPLICABLE	<input style="width: 90%;" type="text"/>					
<b>(G)</b>	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">APPLICABLE</td><td style="width: 40%; text-align: center;"><input style="width: 90%;" type="text"/></td></tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;"><input style="width: 90%;" type="text" value="No"/></td></tr> </table> <p>Shall be submitted during Stage-II bidding process.</p>	APPLICABLE	<input style="width: 90%;" type="text"/>	NOT APPLICABLE	<input style="width: 90%;" type="text" value="No"/>
APPLICABLE	<input style="width: 90%;" type="text"/>					
NOT APPLICABLE	<input style="width: 90%;" type="text" value="No"/>					

(H)	PERFORMANCE BANK GUARANTEE	APPLICABLE	<div></div>
		NOT APPLICABLE	<div>No</div>
		Shall be submitted during Stage-II bidding process.	
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal and/or SECI website: <a href="https://www.seci.co.in/">https://www.seci.co.in/</a>	
(J)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal	
(K)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal	
(L)	e-REVERSE AUCTION (e-RA)	Not Applicable	
(M)	CONTACT DETAILS OF ISN-ETS PORTAL	M/s <b>Electronic Tender.com (India) Pvt. Ltd.</b> Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs. to 18:00 Hrs. on all working Days i.e., Monday to Friday except Govt. Holidays) Email: support@isn-ets.com	
(N)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfE)	<b>Sh. Ajay Kumar Sinha</b> Addl. General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 Email: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>	
(O)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	1) Sh. Pratik Prasun Sr. Manager (C&P) Ph: 011-24666237 <a href="mailto:pratikpr@seci.co.in">pratikpr@seci.co.in</a> 2) Sh. Abhisekh Srivastav Manager (C&P) Ph: 011-24666260 <a href="mailto:abhisekhsri@seci.co.in">abhisekhsri@seci.co.in</a>	

- Bids must be submitted strictly in accordance with Section-2 and 3 of the RfE, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- Bidders are required to quote strictly as per terms and conditions of the RfE documents and not to stipulate any deviations/ exceptions.

- Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfE, may download the complete RfE document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or SECI website (<https://www.seci.co.in/>) and submit their Bid complete in all respect as per terms & conditions of RfE Document on or before the due date of bid submission.
- Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred websites.

**Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfE document through the websites <https://www.bharat-electronictender.com> and [www.seci.co.in](http://www.seci.co.in). No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on [www.seci.co.in](http://www.seci.co.in) and the details only will be available from <https://www.bharat-electronictender.com>**

## **SECTION 1.      INTRODUCTION & INVITATION FOR BIDS**

### **1      Background & Introduction**

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2 In accordance with the Government of India’s targets of achieving 500 GW installed RE capacity by 2030, several Government Organizations, Ministries and other Institutions have taken necessary steps to install Grid-Connected Rooftop/Ground mounted Solar PV Projects at their premises/buildings, to increase electricity consumption through renewable energy. As part of these initiatives, SECI had been approached by these organizations to provide necessary support to set up such Projects.
- 1.3 In line with the above, it was envisaged to create a separate panel of interested developers for such projects, whose bidding will be issued out by SECI separately on site/region basis. Therefore, SECI invited Request for Empanelment (RfE) of agencies/vendors for Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Solar Power Projects of various capacities.
- 1.4 After empanelment of the vendors, SECI had been receiving requests from various Government agencies/public and private institutions for setting up of Rooftop Solar projects (RTS) and small ground-mounted projects in their premises and interest from multiple stakeholders to be part of this empanelment process.
- 1.5 Therefore, SECI hereby invites Request for Empanelment (RfE) of agencies/vendors for Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Solar Power Projects of various capacities to add the new vendors in the existing list of Empaneled vendors.
- 1.6 **Empanelment categories**

The empanelment will be done for **CATEGORY B only**. Under this category, empanelment of Solar Power Developers (SPDs) will be carried out for setting up of Ground Mounted (individual Project size being up to 5 MW)/ Off-grid/ Grid Connected Rooftop Solar projects of various capacities for Government organizations/Agency (“Client Organizations”).

SECI shall be the bidding and empaneling agency for empanelment of project developers for Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Ground Mounted (up to 5 MW)/ Off grid/ Grid Connected Rooftop Solar projects of various capacities for the Client Organizations.

No separate Central Financial assistance is envisaged for implementation of the projects selected under Category B.

- 1.7 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on SECI for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff/project cost. SECI does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

## **2 Invitation for Bids**

- 2.1 A Two Stage Bidding Procedure will be adopted and will proceed as detailed in the RfE Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of Sections 2 and 3 of the RfE.
- 2.2 This RfE document shall be part of the Stage-I bidding process. The Stage-II bidding process i.e. Request for Selection will be carried out subsequently at SECI's discretion.
- 2.3 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> ("ETS portal") through M/s Electronic Tender.com (India) Pvt. Limited 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 M/s Electronic Tender.com (India) Pvt. Limited, Gurugram to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfE documents.
- 2.4 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.

For proper uploading of the bids on the ETS 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 M/s Electronic Tender.com (India) Pvt. Limited directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. SECI 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 the Bidding Documents.

- 2.5 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.

- 2.6 Bidder shall submit its proposal along with non-refundable Bid Processing Fees and Earnest Money Deposit (EMD) (if applicable) complete 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 authorized representatives of bidders who wish to be present online. Bid proposals received without the Bid Processing Fees and/or Earnest Money Deposit (EMD) (as applicable) will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 2.7 RfE documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, and Formats etc. can be downloaded from the ISN-ETS Portal or from SECI's website. It is mandatory to download official copy of the RfE Document from Electronic Tender System (ISN-ETS) Portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfE shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on SECI website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- 2.8 SECI reserves the right to cancel/withdraw/defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 2.9 **INTERPRETATIONS**
- Words comprising the singular shall include the plural & vice versa.
  - An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
  - A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
  - 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.
  - 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.



## SECTION 2. SPECIAL CONDITIONS OF CONTRACT

### 3 **Scope of Work**

- 3.1 Under this RfE, the selected vendors shall be required to Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Solar Power Projects of various capacities under **Category B: Other Government organizations/Institutions**
- i. The empaneled vendor/developer shall be required to Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Ground-mounted (up to 5 MW)/ Off-grid/Grid-connected Rooftop Solar power projects for Government Organizations/Public and Private Institutions.
  - ii. The scope of work of the SPD, inter alia, includes obtaining No Objection Certificate (NOC) from the Distribution Company (DISCOM) for grid connectivity (as applicable), complete design, engineering, supply, storage, civil work, erection, testing & commissioning of the Ground mounted (up to 5 MW)/ Off Grid/ Grid connected Rooftop Solar Power Project including Operation and Maintenance (O&M). The O&M of the Project may include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors/ Power Conditioning Unit (PCU), spares, consumables & other parts.
  - iii. The projects under this category will be implemented either in CAPEX or RESCO mode, depending on the respective tender under Stage-II bidding process.
  - iv. In case of Grid connected Solar power project, obtaining Net-metering and grid connectivity of the Project under this tender would be the responsibility of the SPD in accordance with the prevailing guidelines of the respective State Regulators (SERC) or Central Electricity Authority (CEA) or the DISCOM in the respective area. The respective Client organization could facilitate connectivity and necessary approvals; however, the entire responsibility lies with the SPD itself.
- 3.2 The SPD shall take all necessary permits, approvals and licenses, insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.
- 3.3 The Projects to be selected under this scheme provide for deployment of Solar Photovoltaic Technology. However, the selection of Projects would be technology agnostic.

### 4 **Total capacity offered**

Under Category B, the empaneled bidders after Stage-I bidding shall be required to bid in the Stage-II bidding process for allocation of capacities. The Stage-II bidding will be conducted subsequently as per SECI's discretion. **It may be noted that the bidders eligible for participating in the Stage-II bidding to be carried out by SECI, will be limited to the vendors empaneled under this RfE and already empaneled vendors under Category B.**

## 5 Maximum Eligibility for Contracted Capacity Allocation for a Bidder

Following conditions shall be applicable to the Bidders for submission of bids against this RfE:

- 5.1 A bidder, including its parent, affiliate or ultimate parent or any Group Company shall submit a single bid depicting the States/UT which the project developer want to be empaneled for.
- 5.2 The evaluation of bids shall be carried out as described in Section-5 of the RfE.
- 5.3 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

## 6 Project Locations

- 6.1 The projects locations will be specified in the respective tenders (Stage-II of the bidding process) under Category-B. Projects chosen by the bidder will be installed at the risk, cost and responsibility of the SPD. The Bidder shall submit the list of States/UTs it intends to get empaneled in, as part of the response to RfE.
- 6.2 For setting up RTS Projects, the empaneled developers will be required to visit the respective sites and assess the feasibility of space including installation capacity in consultation with respective site in charge/ rooftop owner. **SECI shall not bear any responsibility in this regard.**
- 6.3 Project Configuration:
  - 6.3.1 The term “Project” shall have the meaning as defined in Section 6 of the RfE. A single Project shall refer to one or multiple ground mounted (up to 5 MW)/ Off Grid/Grid-connected Rooftop Solar projects installed on a single/group of buildings/land, connected to the grid through a single or multiple meters or standalone system.
  - 6.3.2 Configuration of each project shall be decided mutually between Client organization and Successful bidders/SPD.

## 7 Connectivity with the Grid (in case of Grid connected rooftop system)

- 7.1 The empaneled vendor selected will conduct the physical survey to assess the RTS capacity and guide the Client organization on the RTS capacity that can be installed in the premises of Client Organization considering technical and financial parameters.
- 7.2 The Project should be designed for interconnection with the grid in accordance with prevailing CERC/SERC/DISCOM regulations in this regard. For interconnection with the grid and metering, the SPD shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA), and any other regulations of the concerned DISCOM where the Project is located. Minimum voltage level for interconnection with the grid shall be as determined by the respective DISCOM.

- 7.3 The responsibility of getting connectivity and necessary approvals for grid connection and net-metering shall entirely be with the SPD and shall be at the risk and cost of the SPD. The transmission of power up to, and including at the point(s) of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. The maintenance of transmission system up to and including at the Interconnection Point shall be responsibility of the SPD, to be undertaken entirely at its risk and cost.
- 7.4 Metering arrangement of each Project shall have to be adhered to in line with relevant clause of RfS i.e. Stage-II bidding process in case of Category-B. The entire cost of transmission (if applicable) including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the SPD.

## 8 *Commissioning of Projects*

Commissioning of the Project shall be carried out by the SPD in line with the procedure stated in the Stage-II bidding process. The Client Organization may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the SECI/Client Organization after successful Project commissioning. SECI's authorized representative may also be allowed for the inspection/ commissioning if required.

The commissioning procedure/schedule will be shared during the Stage-II of the bidding process.

## 9 *Operation & Maintenance (O&M)*

Following activities will be under the scope of the SPD empanelled under this RfE.

- i. The empanelled vendor shall be responsible for all the required activities for successful O&M of the Rooftop/Ground mounted Solar PV project for the term mentioned in the Stage-II bidding process.
- ii. O&M of the Project shall be compliant with grid requirements to achieve committed energy generation.
- iii. Deputation of qualified and experienced engineer/ technicians till the O&M period at project site.
- iv. Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions.
- v. A "hindrance register" shall be maintained to record any issues affecting Project O&M. The same shall be duly signed by both parties of the PPA.
- vi. Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine, preventive and breakdown maintenance. Immediate replacement of defective Modules, Invertors/PCUs and other equipment as and when required.

- vii. Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipment and materials as per manufacturer's / supplier's recommendations.
- viii. All the testing instruments required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the SPD. The testing equipment must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.
- ix. If negligence/ mal-operation on part of the SPD's operation results in failure of equipment, such equipment should be repaired/ replaced by the SPD free of cost.
- x. Co-ordination with Owner / DISCOM / CEIG as per the requirement for Joint Meter Reading (JMR) Report. The person-in-charge present at site from the SPD's side shall take a joint meter reading in the presence of representative of Client organization on a monthly basis.
- xi. Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.
- xii. If any jobs covered in O&M Scope as per RfE/RfS are not carried out by the SPD during the O&M period, the Client Organization shall take appropriate action as deemed fit. SECI reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the SPD. Failure to adhere to above guidelines may result in penal action including debarring from participation in next tender.
- xiii. It is up to empanelled vendor and Client organization to mutually decide on the source and amount of water to be supplied for module cleaning during O&M period.

## **SECTION 3. STANDARD CONDITIONS OF CONTRACT**

### ***10 Obtaining RfE Documents***

Interested bidders must download the official copy of RfE & other documents after login into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure – A of the RfE). The bidder shall be eligible to submit/upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfE. The Bidding documents are available free of cost.

### ***11 Bid Processing Fees***

Prospective Bidders interested to participate in the bidding process are required to submit their bid proposals in response to this RfE document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the Bid Processing Fees through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

**The bank details of SECI are available on [www.seci.co.in](http://www.seci.co.in) under the “Financials” Tab.**

In case a Bidder chooses to deduct TDS while making the payments against Bid Processing Fee, such TDS details shall be submitted by the Bidder along with the transaction details, as part of online bid submission.

**Bids submitted without Bid Processing Fee (including partial submission), may be liable for rejection by SECI.**

MSMEs (Micro, Small and Medium Enterprises) having Udyam Registration Certificate Only are exempted from submission of Bid Processing Fee & Earnest Money Deposit (EMD), whose credential are validated online through Udyam Registration portal ([https://udyamregistration.gov.in/Udyam\\_Verify.aspx](https://udyamregistration.gov.in/Udyam_Verify.aspx)).

For a Consortium to be eligible for exemption from submission of Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSME.

Further, submission of MSME certificates issued in the name of Affiliate/promoter Company will not be considered.

### ***12 Scope of Work Other Conditions of the Contract***

Refer Clause 3 of the RfE.

### 13 Other Conditions of the Contract

The Stage-II of bidding will be carried out by SECI on time-to-time basis. The following clauses shall be part of the Stage-II bidding process to be carried out by SECI for selection of vendors for Government organization/institutions.

#### 13.1 **Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD)**

13.1.1 Earnest Money Deposit (EMD) in the form of Bank Guarantee shall be submitted by the interested empaneled vendor along with their bid during Stage-II bidding process (RfS) (details of which will be shared during Stage-II bidding process), failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

13.1.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

#### 13.2 **Payment on Order Instrument (POI):**

As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfS.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.

#### 13.3 **Performance Bank Guarantee (PBG):**

13.3.1 Bidders selected under the Stage-II bidding process (RfS) shall submit, a Performance Guarantee. It may be noted that Successful Bidders, after Stage-II bidding, shall be required to submit the Performance Guarantee (details of which will be shared during Stage-II bidding process).

13.3.2 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project. The PBGs will be issued in favour of the SECI/Client Organization (as defined in Stage-II bidding process).

13.3.3 The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance

of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV.

13.3.4 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

13.3.5 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs.

13.3.6 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI.

#### 13.4 **Service Charges**

13.4.1 The Selected Bidder, after Stage-II bidding process, shall pay Service Charge to SECI towards administrative overheads, coordination with Government Authorities and others, pre-commissioning and commissioning expense, as applicable.

13.4.2 The Service Charges will be calculated on the total Project capacity.

a. Under RESCO mode, these charges will be payable in two installments as follows:

- i. 50% to be paid within 30 days of issuance of LoAs by SECI/client organization, and
- ii. Remaining 50% to be paid to SECI prior to signing of PPA. In case of any reduction/addition in the total Project capacity for which PPAs are executed, the second installment of 50% will be adjusted suitably. Both the installments of Service Charges paid to SECI are non-refundable.
- iii. In case of the first installment, any delay in depositing the said amount to SECI beyond 30 days of LoAs shall attract late payment charges @18% per annum+18% GST, levied on per day basis, on the amount corresponding to the 1st installment (i.e. 50% of Service Charges), until (and including) the date of payment of the said amount, which shall not be later than 210 days after issuance of LoA. In case of delay in submission of the 1st installment beyond 210 days after issuance of LoA, the awarded capacity shall stand cancelled and BG against EMD will be encashed by SECI.
- iv. The 2nd installment shall be paid prior to signing of PPA, and the PPA shall be signed only after deposit of the second installment to SECI.

b. Under CAPEX mode, 100% of these charges will be payable within 30 days of issuance of LoAs by SECI/client organization.

13.4.3 Service Charges are to be paid by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS. Provisions related to payment of Service Charges may be modified based on the respective tender under Stage-II bidding.



### 13.5 **Power Purchase Agreement (PPA) (for RESCO Projects)**

- 13.5.1 The Client Organization shall enter into Power Purchase Agreements (PPAs) with Bidders selected based on the RfS (Stage-II bidding process). PPA will be executed between Client Organization and selected bidder, or its SPV, separately for each Project. The PPA shall be valid for a period of 25 years from date of commissioning of the Project.

Bidder has to make the complete and careful examinations of feasibility of off grid/ grid connected rooftop/ ground mounted (up to 5 MW) plant/capacity estimation as per the load study of buildings and respective regulation of net metering before signing of PPA with client.

## 14 ***Integrity Pact***

In respect of this project, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with the Developer, as per Format 7.7. The names of Independent External Monitor(s) (IEMs) who have been appointed by Employer, in terms of Integrity Pact (IP) which will form a part of the Employer Contracts are:

- a) Dr. Varesh Sinha, IAS (Retd.), E Mail Id: [vareshsinha@gmail.com](mailto:vareshsinha@gmail.com)  
b) Shri Bimal Julka, IAS (Retd.), E Mail Id: [bimaljulka1955@gmail.com](mailto:bimaljulka1955@gmail.com)

The above-mentioned IEMs are authorized to examine/consider all references made to it under this tender/Contract. The contractor, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designed Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

Solar Energy Corporation of India Limited,  
6th Floor, Plate-B, NBCC Office Block  
Tower-2, East Kidwai Nagar, New Delhi-110023  
Kind Attn.: AGM (C&P)  
Telephone No.: - (0)11-24666200  
E-mail: - [contracts@seci.co.in](mailto:contracts@seci.co.in)

The Independent External Monitor (IEM) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors / JV Partners / Consortium member with confidentiality.

The Nodal officer for necessary coordination in this regard shall be as under:

- (i) HOD of Contracts & Procurement (C&P): For issues pertaining to C&P department.  
(ii) Head of concerned Department: For issues pertaining to other departments



## 15 *Instructions to Bidders for Structuring of Bid Proposals in Response to RfE*

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfE. Detailed Instructions to be followed by the bidders for online submission of response to RfE are stated at Annexure – A. Submission of bid proposals by Bidders in response to RfE shall be in the manner described below:

- i. Covering Letter as per **Format 7.1 including Annexure to Format 7.1.**
- ii. In case of a Bidding Consortium/JV/partnership, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium/JV/Partnership shall be provided in original as per format attached hereto as **Format 7.2.**
- iii. Board Resolutions, as per prescribed formats enclosed as per **Format 7.3** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
  - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfE and in the event of selection of the Projects. Board Resolution from each of the Consortium/JV Members in favour of the person signing Consortium/JV Agreement.
  - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium/JV Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium/JV); and
  - c. Board Resolutions from each of the Consortium/JV Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium/JV Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium/JV pursuant to the terms and conditions in the Consortium/JV Agreement.
- iv. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.4** along with Board resolution from each Member of the Consortium for participating in Consortium.
- v. Undertaking regarding no willful default and no major litigation pending as per **Format 7.5.**
- vi. A disclosure statement as per **Format 7.6** regarding participation of any related companies in the bidding process.
- vii. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.7.**
- viii. Attachments
  - a) Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/Solar Power plant development/Manufacturer of solar panels.

- b) In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder, the same has to be amended and submitted, if the bidder is selected as Selected Vendor.
- c) If the selected vendor wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
- d) Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
- e) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/Company Secretary as on a date within 30 days prior to the last date of bid submission. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfE conditions have been complied with and the bidder will ensure submission of the same within the required time-lines.

## **16 Important Notes and Instructions to Bidders**

- 16.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 16.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfE.
- 16.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfE, in any manner whatsoever, SECI reserves the right to reject such response to RfE and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfE.
- 16.4 Response submitted by the Bidder shall become the property of the SECI and SECI shall have no obligation to return the same to the Bidder.
- 16.5 All documents of the response to RfE (including RfE and subsequent Amendments/ Clarifications/Addenda) submitted online must be digitally signed by the person authorized by the Board as per Format 7.3.
- 16.6 The response to RfE shall be submitted as mentioned in Clause 15 of the RfE. No change or supplemental information to a response to RfE will be accepted after the scheduled date and time of submission of response to RfE. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfE.
- 16.7 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)'

- after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 16.8 All the information should be submitted in English language only. In case of bidders or their foreign affiliate having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
  - 16.9 Bidders shall mention the name of the contact person and complete address and contact details including email address which shall be active for the period of 07 years in their covering letter.
  - 16.10 Response to RfE that are incomplete, which do not substantially meet the requirements prescribed in this RfE, will be liable for rejection by SECI.
  - 16.11 Response to RfE not submitted in the specified formats will be liable for rejection by SECI.
  - 16.12 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
  - 16.13 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfE shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
  - 16.14 Only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfE.
  - 16.15 All the financial transactions to be made with SECI including delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfE.

## **17 Non-Responsive Bid**

The response to RfE submitted by the bidder along with the documents submitted **online** to SECI shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RfE shall be checked for compliance with the submission requirements set forth in this RfE.

Any of the following conditions shall cause the Bid to be “non-responsive”:

- (a) Non-submission of the requisite Bid Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfE not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for Technical Bid after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno-Commercial Bid.
- (d) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/Affiliate/Group Companies have submitted more than one response to this RfE, then all these bids submitted shall be treated as non-responsive and rejected.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

## 18 Method of Submission of Response to RfE by the Bidder

### 18.1 Documents to be Submitted Offline (in Original)

The bidder has to submit original of following documents **offline**.

- DD/Pay order or NEFT/RTGS details towards Bid Processing Fee as mentioned in Bid Information Sheet.
- Pass-phrases for Techno-commercial bid submitted on the ETS portal.

The bidders will be required to submit the DDs/Pay Orders (if applicable) against the bid processing fee, either in person or through post, at the office of SECI until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission. Any document received after expiry of the deadline will be summarily rejected.

For e.g., if the bid submission deadline is 18:00 hrs. on 22.11.2022, the above deadline will expire at 18:00 hrs. on 24.11.2022. In case the above deadline being a holiday, the next working day in SECI will be the deadline.

The bidding envelope shall contain the following sticker:

<b>Request for Empanelment of vendors for Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation &amp; Maintenance of Solar Power projects in India- Ground mounted (up to 5 MW) and Rooftop Systems under Category B: Other Government Organizations/Institutions (Round-2)</b>	
<i>No. of States/UT bid for</i>	
<i>RfE Reference No.</i>	SECI/C&P/MI/00/0017/2023-24 dated 26-10-2023
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	<b>AGM (C&amp;P)</b> <b>Solar Energy Corporation of India Limited</b> <b>6th Floor, Plate-B, NBCC Office Block</b> <b>Tower-2, East Kidwai Nagar, New Delhi-</b> <b>110023</b> <b>Email - <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></b>

### 18.2 Documents to be Submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to RfE as stated as Annexure-A of the RfE. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid while filling the forms.

**If the Bidder has submitted bid online and fails to submit the offline documents until the bid submission deadline, then the bid shall be treated as incomplete bid and will be summarily rejected.**

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

**Technical commercial Bid**

The Bidder shall upload single technical bid containing scanned copies of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

- a. Formats - 7.1, Annexure to Format 7.1, 7.2 (if applicable), 7.3 (if applicable), 7.4 (if applicable), 7.5, 7.6, Annexure to Format 7.6 and 7.7 as elaborated in Clause 15 of the RfE.
- b. All attachments elaborated in Clause 15 of the RfE, under the sub-clause viii: Attachments, with proper file names.
- c. Signed and stamped copy of First and Last Pages of original tender documents including amendments, clarifications if any.
- d. All supporting documents regarding meeting the eligibility criteria.
- e. Scanned Copies of NEFT/RTGS details towards Bid Processing Fee as mentioned in Bid Information Sheet.

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

Submission of Pass-phrases: In line with Clause 16.7 and Annexure-A, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical commercial bid.

i. **Important Note:**

- (a) The Bidding envelope shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelope.
- (b) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadline and fails to submit the offline documents until the bid submission deadline, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened.

## **19 Validity of the Response to RfE**

The Bidder shall submit the response to RfE which shall remain valid up to the date as on 12 months from the last date of bid submission ("Bid Validity"). SECI reserves the right to reject any response to RfE which does not meet the aforementioned validity requirement.

## **20 Bid Preparation Cost**

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfE and participation in discussions and attending pre-bid meeting(s) etc. SECI shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

## **21 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments**

- 21.1 Clarifications/ Doubts, if any, on RfE document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the portal.
- 21.2 SECI will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI's response will be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.
- 21.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).

## **22 Right of SECI to Reject a Bid**

SECI reserves the right to reject any or all of the responses to RfE or cancel the RfE or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to SECI's account), without any interests.

## **23 Post Award Compliances**

Timely completion of all the milestones will be the sole responsibility of Vendor. SECI/Client Organization shall not be liable for issuing any intimations/reminders to Vendor for timely completion of milestones and/or submission of compliance documents.

Any checklist shared with Vendor by SECI/Client Organization for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of RfE/RfS must be timely submitted by the Vendor.



## **SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS**

Short listing of Bidders will be based on the following Criteria:

### **24 *General Eligibility Criteria***

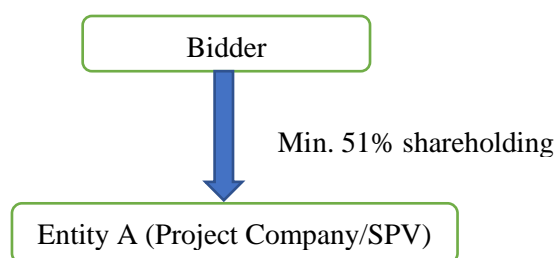
Bidders participating in the RfE will be required to meet the following eligibility criteria (as applicable).

- 24.1 The Bidder shall be a Company or a Limited Liability Partnership as defined.
- 24.2 Bidding Consortium/JV with one of the Companies as the Lead Member. Consortium/JV shortlisted and selected based on this RfE has to necessarily form a Project Company and get it registered under the Companies Act, 2013, keeping the original shareholding of the Bidding Consortium/JV unchanged. In case applications for multiple Projects have been made by a Consortium/JV, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium/JV as indicated in the Consortium Agreement (Format 7.4).
- 24.3 Registered Partnership/ Proprietorship firms (Governed by the Indian Partnership Act, 1932 or equivalent law/act of respective state) are also allowed to participate under this RfE.
- 24.4 A foreign company cannot participate on a standalone basis or as a member of consortium under this RfE.
- 24.5 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfE:
- i. 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 (as defined in the OM as referred above).
  - ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfE only if the Bidder is registered with the Competent Authority under the referred OM.
  - iii. “Bidder” in this reference, means any person or firm or company, including any member of a consortium/JV, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
  - iv. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
    - i. An entity incorporated, established or registered in such a country; or
    - ii. A subsidiary of an entity incorporated, established or registered in such a country; or

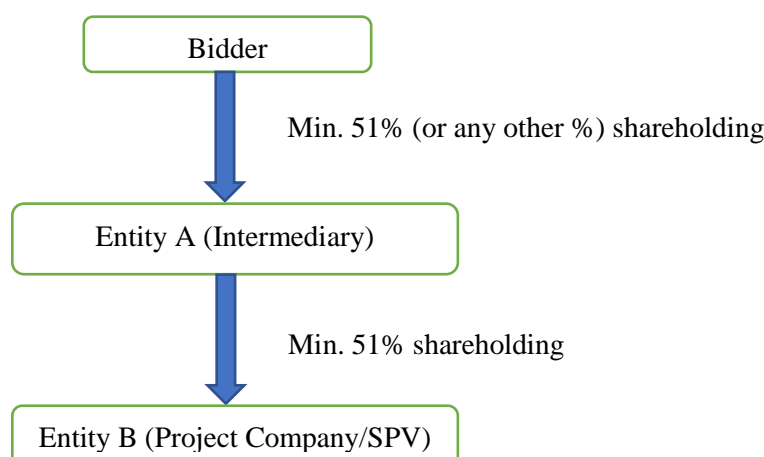
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose beneficial owner is situated in such a country; or
  - v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country; or
  - vii. A consortium where any member of the consortium falls under any of the above.
- v. “Beneficial owner” for the purposes of Clause 24.5.iv. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
  - vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.7 of the RfE.
  - vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.
- 24.6 In case of a Limited Liability Partnership (LLP) participating as a Bidder and in case of the LLP being declared as an Empanelled Vendor, the LLP shall be required to incorporate an SPV prior to execution of the Project.
- 24.7 A Bidder which has been selected as Selected Vendor based on this RfE can also execute the Project through a Special Purpose Vehicle (SPV) i.e., a Project Company especially incorporated/acquired as a subsidiary Company of the Selected Vendor for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013. Multiple SPVs may also be utilized for executing more than one Project.
- 24.8 Any consortium, if selected as Selected Vendor for the purpose of supply of power to SECI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfE) i.e., the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfE.
- 24.9 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.
- 24.10 For avoidance of doubt, it is clarified that the subsidiary Company as mentioned in Clauses 24.4 and 24.7 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:



Scenario 1:



Scenario 2:



**As per provisions of the RfE, only Scenario 1 will be permissible under this RfE.**

## **25 Technical Eligibility Criteria**

- 25.1 Under this RfE, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of the RfE.
- 25.2 Detailed technical parameters for Solar PV Projects to be met by SPDs will be shared in the Stage-II. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfE. The modules used in the Project under this RfE should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

### **25.3 Under Category B:**

The Bidder must have experience in Design, Supply, Installation & Commissioning of Grid Connected Solar PV Power Plants of cumulative Capacity not less than 500 kWp in the last 07 (Seven) Financial Years prior to the bid submission deadline of this RfE. The Solar PV Power Plants must be commissioned and should be operating satisfactorily for a period not less than 1 year. The last date of bid submission will be the cut-off date for consideration of such experience.

AND

The Bidder must have experience in Design, Supply, Installation & Commissioning of at least 02 (Two) Grid Connected Solar PV Power Plants of individual minimum capacities of not less than 100 kW in the last 07 (Seven) Financial Years prior to the bid submission deadline of this RfE. The Solar PV Power Plants and Solar Systems must be commissioned and should be operating satisfactorily for a period not less than 1 year. The last date of bid submission will be the cut-off date for consideration of such experience.

The Bidder shall submit applicable contract(s) and Project commissioning certificate(s) for the respective Project(s) and a certificate from the respective client(s) certifying satisfactory operation of the plant(s). The bidder may submit the experience of the ground mounted or rooftop Solar PV projects to meet the above said technical criteria.

## ***26 Financial Eligibility Criteria***

Not Used

## **SECTION 5. BID EVALUATION**

### ***27 Bid Evaluation***

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfE. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

### ***28 Empanelment of Bidders (Stage-I)***

- 28.1 Bid opening (online) will be done on the next working day after the bid submission deadline (hard copy). For e.g., if the bid submission deadline (hardcopy) is 18:00 hrs. on 24.11.2023, the online and offline bid opening will be conducted on 25.11.2023. In case of the above deadline being a holiday, the bids will be opened on the next working day.
- 28.2 Documents (as mentioned in the previous clause) received after the bid submission deadline as specified by SECI, shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- 28.3 Subject to Clause 17 of the RfE, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfE. During the examination of the bids, SECI may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 07 (seven) days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.
- 28.4 The response to RfE submitted by the Bidder shall be scrutinized to establish Technical eligibility as per the RfE.
- 28.5 The technically qualified bidders will be Empanelled in the respective category.

### ***29 Techno-commercial and financial evaluation (Stage-II)***

- 29.1 In this stage, a limited tender will be called for the empanelled vendors.

In this step the bids submitted shall be scrutinized to establish techno-commercial eligibility of the bidder. Further, the evaluations of Bids shall be done based on the “Fixed Price/tariff”, quoted by the Bidder as per price bid format (to be provided in the second stage of bidding process) in the Electronic Form of Financial Bid.

Second Envelope (containing Fixed Price/tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS (Stage-II Bidding process).

In this step, evaluation will be carried out for each project separately based on the price/tariff quoted by Bidders.

- 29.2 On completion of Techno-Commercial bid evaluation, if it is found that for each project, only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.
- 29.3 The detailed process of selection of bidder will be shared during the second stage of bidding process.

### **30 Recommendation and Issuance of LoEs**

At the end of selection process under this RfE, Letters of Empanelment (LoE) will be issued by SECI to the selected Vendor. In case of a Consortium/JV being selected as the Selected Vendor, the LoE shall be issued to the Lead Member of the Consortium/JV. Each Selected Vendor shall acknowledge the LoE and return duplicate copy with signature of the authorized signatory of the Selected Vendor to respective client organization within 15 (Fifteen) days of issue of LoE, failing which it will be deemed to have been accepted by the Bidder.

In all cases, SECI's decision regarding empanelment of Bidders under this RfE shall be final and binding on all participating bidders.

### **31 Empanelment period**

The empanelment of vendors will be done by SECI for an initial period of 1 year from the date of issuance of LoEs. After the end of 1<sup>st</sup> year, the empanelment period may be further extended at the discretion of SECI.

### **32 Inspection and Audit by the Government/SECI**

The Empanelled Vendors shall permit MNRE/SECI to inspect their site, accounts and records relating to the performance of the SPD and to have them audited by auditors appointed by the MNRE/SECI, if so, required by the MNRE/SECI any time.

### **33 Debarment from Participating in SECI's Future Tenders**

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

## **SECTION 6. DEFINITIONS OF TERMS**

### ***34 Following terms used in the documents will carry the meaning and interpretations as described below:***

- 34.1 **“ACT” or “ELECTRICITY ACT, 2003”** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 34.2 **“AFFILIATE”** shall mean a company that, directly or indirectly,
- i. controls, or
  - ii. is controlled by, or
  - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.
- 34.3 **“B.I.S.”** shall mean specifications of Bureau of Indian Standards (BIS).
- 34.4 **“BID” or “PROPOSAL”** shall mean the documents submitted by the Bidder towards meeting the qualifying requirements as part of its response to this RfE issued by SECI.
- 34.5 **“BIDDER”** shall mean Bidding Company or a Bidding Consortium/JV submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium/JV, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.
- 34.6 **“BIDDING CONSORTIUM” or “CONSORTIUM”** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfE under a Consortium Agreement.
- 34.7 **“CAPACITY UTILIZATION FACTOR or CUF”** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$ . It may be noted that in the above illustration, the capacity ‘Y’ MW shall refer to the Contracted Capacity in terms of the PPA
- 34.8 **“CAPEX”** shall mean Capital Expenditure
- 34.9 **“CAPEX MODEL”** shall mean a business model where the Project Developer sets up a Solar PV Power Project on the rooftop of a building/land owned by a different entity/client organization. The cost for setting up of solar PV project is paid by the client organization. The Project Developer is responsible for construction, commissioning, and operation of the Project for the agreed term.
- 34.10 **“CEA”** shall mean Central Electricity Authority.

34.11 **“CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

For Bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

34.12 **“CLIENT ORGANIZATION”** shall mean the Government Organization/public or private institution which has approached SECI for installation of Solar Power Plant.

34.13 **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

34.14 **“COMMERCIAL OPERATION DATE (COD)”** shall mean as defined in PPA.

34.15 **“CONTRACTED CAPACITY”** shall mean the AC capacity in kW/MW contracted with the Client Organization for supply of power by the SPD to the Client Organization at the Delivery Point from the Project.

34.16 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date of the Contract Agreement and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

- i. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
- ii. Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

34.17 **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

34.18 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.

34.19 **“DAY”** shall mean calendar day.

34.20 **“EFFECTIVE DATE”** shall mean the date of signing of the Power Purchase Agreement (PPA) executed by both the parties.

34.21 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.

34.22 **“GROUP COMPANY”** of a Company means

- i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
- iii. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- iv. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- v. a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

34.23 **“IEC”** shall mean specifications of International Electro-Technical Commission.

34.24 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall be the single point, at a location mutually agreed by the SPD and Client Organization, in line with applicable regulation/ rules where Solar Power is delivered by the SPD from the Project to the Client Organization.

34.25 **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid-up share capital).

34.26 **“LEAD MEMBER OF THE BIDDING CONSORTIUM/JV”** or **“LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

34.27 **“LETTER OF EMPANELMENT”** or **“LoE”** shall mean the letter issued by SECI to the Empanelled Vendor under this RfE.

34.28 **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

34.29 **“MEMBER IN A BIDDING CONSORTIUM/JV”** or **“MEMBER”** shall mean each Company in a Bidding Consortium/JV. In case of a Technology Partner being a member in the Consortium/JV, it has to be a Company.

34.30 **“MONTH”** shall mean calendar month.

- 34.31 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.
- 34.32 **“O&M/ AMC”** shall mean Operation & Maintenance/ Annual Maintenance Contract of the supplied equipment.
- 34.33 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 34.34 **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
- 34.35 **“PROJECT”** or **“SOLAR PV POWER PROJECT”** shall mean a one or multiple Off Grid/Grid-connected Rooftop/ ground mounted (up to 5 MW) Solar PV projects installed on a single/group of buildings/ground, connected to the grid through a single or multiple meters or standalone system. The Project shall include all units/modules, auxiliaries and associated facilities, structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power.
- 34.36 **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point.
- 34.37 **“RfE”** or **“RfE DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOCUMENTS”** shall mean the “Request for Empanelment” document issued by SECI including its subsequent clarifications and amendments thereof.
- 34.38 **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined.
- 34.39 **“PROJECT DEVELOPER”** or **“DEVELOPER”** or **“SOLAR POWER DEVELOPER (SPD)”** shall mean the entity setting up the Solar PV Project.
- 34.40 **“RESCO”** shall mean Renewable Energy Service Companies.
- 34.41 **“RESCO MODEL”** shall mean a business model where the Project Developer sets up Solar PV Power Project on the rooftop of a building/land owned by a different entity, by obtaining right to access /leasing the rooftop/land with the rooftop/land owning entity on mutually agreed terms and conditions, and enters into the PPA with owner / DISCOM / others for supply of Solar power for the term of the PPA. The Project Developer is responsible for construction, commissioning, ownership and operation of the Project for the entire term of the PPA at its own risk and cost.
- 34.42 **“SECI”** shall mean Solar Energy Corporation of India Limited.
- 34.43 **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** or **“EMPANELLED VENDOR”** or **“VENDOR”** shall mean the Bidder selected by SECI pursuant to this RfE.



34.44 **“TOE”** shall mean Tender Opening Event.

34.45 **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.

34.46 **“WEEK”** shall mean calendar week.

## SECTION 7. SAMPLE FORMS & FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfE. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the RfE.

### **Format 7.1**

#### **COVERING LETTER**

**(The Covering Letter should be submitted on the Letter Head of the bidder)**

Ref. No. \_\_\_\_\_

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

From:

\_\_\_\_\_ (Insert name and address of  
Bidding Company/ Lead Member of Consortium/JV)

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited  
6th Floor, Plate-B, NBCC Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfE No. .... dated ..... for Request for Empanelment of Vendors for Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Solar Power Projects in India-Ground mounted (up to 5 MW) and Rooftop Systems under Category B: Other Government Organizations/Institutions (Round-2).

Dear Sir/ Madam,

We, the undersigned ..... [Insert name of the 'Bidder'] having read, examined and understood in detail the RfE including Qualification Requirements in particular, hereby submit our response to RfE.

We confirm that in response to the aforesaid RfE, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfE other than this response to RfE, directly or indirectly, in response to the aforesaid RfE (as mentioned in Format 7.6 under Disclosure).

We are submitting our response to the RfE for empanelment under the category-B as detailed out as Annexure to Format 7.1 of this letter.

1. We give our unconditional acceptance to the RfE, dated ..... [Insert date in dd/mm/yyyy], issued by SECI. In token of our acceptance to the RfE along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfE. Further, we confirm that the project shall be

installed and commissioned within the deadline as per the provisions of scheme guidelines and RfS.

2. We have submitted our response to RfE strictly as per Section 7 (Sample Forms and Formats) of this RfE, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
3. Acceptance: -  
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 RfE shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.  
  
We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of award of projects in line with the provisions of the RfE, shall be binding on us.
4. 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 RfE, in the event of our selection as Selected Vendor.
5. In case of our selection as the Selected Vendor and the Project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further, in case of Category B (RESCO Mode), we will submit a Board Resolution prior to signing of PPA, committing total equity infusion in the SPV as per the provisions of RfS.
6. We are submitting our response to the RfE with formats duly signed as desired by you in the RfE online for your consideration.
7. It is confirmed that our response to the RfE is consistent with all the requirements of submission as stated in the RfE, including all clarifications and amendments and subsequent communications from SECI.
8. The information submitted in our response to the RfE 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 RfE.
9. We confirm that all the terms and conditions of our Bid are valid up to the date as on 12 months from the last date of submission of response to RfE. for acceptance

## 10. 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: .....

11. 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 Selected Vendor, we agree that the same would be treated as our event of default.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,  
We remain,  
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**Annexure to Format 7.1**

S. No	State/UT	Participation (Yes/No) (No/Blank cell will be assumed as No only)	
		Category B	
		CAPEX	RESCO
1	Andaman & Nicobar		
2	Andhra Pradesh		
3	Arunachal Pradesh		
4	Assam		
5	Bihar		
6	Chhattisgarh		
7	Chandigarh		
8	Dadra and Nagar Haveli		
9	Daman and Diu		
10	Delhi		
11	Goa		
12	Gujarat		
13	Haryana		
14	Himachal Pradesh		
15	Jammu & Kashmir		
16	Jharkhand		
17	Karnataka		
18	Kerala		
19	Ladakh		
20	Leh		
21	Lakshadweep		
22	Madhya Pradesh		
23	Maharashtra		
24	Manipur		
25	Meghalaya		
26	Mizoram		
27	Nagaland		
28	Odisha		
29	Puducherry		
30	Punjab		
31	Rajasthan		
32	Sikkim		
33	Tamil Nadu		
34	Telangana		
35	Tripura		
36	Uttarakhand		
37	Uttar Pradesh		
38	West Bengal		

Name, Designation, Seal and Signature of Authorized Person

**FORMAT FOR POWER OF ATTORNEY**

*(Applicable Only in case of Consortiums/JV/Partnership)*

*(To be provided by each of the other members of the Consortium/JV/Partnership in favor of the Lead Member)*

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)*

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at ....., ....., and M/s ..... having its registered office at ....., (Insert names and registered offices of all Members of the Consortium/JV/partnership) the Members of Consortium/JV/partnership have formed a Bidding Consortium/JV/partnership named ..... (Insert name of the Consortium/JV/partnership if finalized) (hereinafter called the 'Consortium/JV/partnership') vide Consortium/JV/partnership Agreement dated..... and having agreed to appoint M/s..... as the Lead Member of the said Consortium/JV/partnership do hereby constitute, nominate and appoint M/s..... a company incorporated under the laws of ..... and having its Registered/ Head Office at ..... as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium/JV/partnership in regard to submission of the response to RfE No.....

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium/JV/partnership Members response to RfE.
- ii) To do any other act or submit any information and document related to the above response to RfE Bid.

It is expressly understood that in the event of the Consortium/JV/partnership being selected as Selected Vendor, this Power of Attorney shall remain valid, binding and irrevocable until 05 years from installation.

We as the Member of the Consortium/JV/partnership agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium/JV/partnership Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s ....., as the Member of the Consortium/JV/partnership have executed these presents on this..... day of ..... under the Common Seal of our company.

For and on behalf of Consortium/JV/partnership Member

M/s.....

----- (Signature of person authorized by the board)

(Name  
Designation  
Place:  
Date:)  
Accepted

-----  
(Signature, Name, Designation and Address  
of the person authorized by the board of the Lead Member)

Attested

-----  
(Signature of the executant)

-----  
(Signature & stamp of Notary of the place of execution)

Place: -----

Date: -----

Lead Member in the Consortium/JV/partnership shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfE.

**FORMAT FOR BOARD RESOLUTIONS**

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 RfE vide RfE No. \_\_\_\_\_ for Request for Empanelment of Vendors for Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Solar Power Projects in India-Ground mounted (up to 5 MW) and Rooftop Systems, including signing and submission of all documents and providing information/ response to RfE to 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. *(To be provided by the Bidding Company or the Lead Member of the Consortium/JV)*

**2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. *(To be provided by the Bidding Company)*

*[Note: In the event the Bidder is a Bidding Consortium/JV, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]*

**FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium/JV Agreement] in the Project. **(To be provided by each Member of the Bidding Consortium/JV including Lead Member such that total equity is 100%)**

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium/JV with M/s ----- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. *(To be provided by each Member of the Bidding Consortium/JV including Lead Member)*

And

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium/JV Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium/JV pursuant to the terms and conditions contained in the Consortium/JV Agreement dated .....



executed by the Consortium/JV as per the provisions of the RfE. [*To be passed by the Lead Member of the Bidding Consortium/JV*]

### 3. NOT USED

#### **Certified True Copy**

-----

**(Signature, Name and Stamp of Company Secretary)**

#### **Notes:**

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

**FORMAT FOR CONSORTIUM AGREEMENT**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)*

THIS Consortium Agreement (“Agreement”) executed on this \_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_ between M/s \_\_\_\_\_ [Insert name of Lead Member] a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfE and execution of Power Purchase Agreement (in case of award), against RfE No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India Limited (SECI) a Company incorporated under the Companies Act, 2013, and having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS Client Organization desires to purchase Power under RfE for Request for Empanelment of Vendors for Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Solar Power Projects in India-Ground mounted (up to 5 MW) and Rooftop Systems;

WHEREAS, SECI had invited response to RfE vide its Request for Selection (RfE) dated \_\_\_\_\_

WHEREAS the RfE stipulates that in case response to RfE is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by SECI wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s \_\_\_\_\_), shall act as the Lead

Member as defined in the RfE for self and agent for and on behalf of Member-2, -----, Member-n and to submit the response to the RfE.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Vendor is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
<b>Total</b>	100%

6. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
7. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
8. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
9. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
10. It is hereby further agreed that in case of being selected as the Selected Vendor, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of Client Organization/SECI in terms of the RfE.
11. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Contract Agreement and shall remain valid until the expiration

or early termination of the Contract Agreement in terms thereof, unless expressly agreed to the contrary by SECI.

12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfE.
13. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the Contract Agreement except with prior written consent of SECI.
14. This Agreement
  - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.
15. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfE.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated \_\_\_\_\_)

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Member 2]

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated \_\_\_\_\_)

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Member n]

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated \_\_\_\_\_)

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

\_\_\_\_\_  
Signature and stamp of Notary of the place of execution

**UNDERTAKING**

*(To be submitted on the letterhead of the Bidder)*

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfE vide RfE No. \_\_\_\_\_ dated \_\_\_\_\_, that M/s \_\_\_\_\_ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s \_\_\_\_\_ (insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

**FORMAT FOR DISCLOSURE**

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

**DISCLOSURE**

Ref. No. \_\_\_\_\_

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

From: \_\_\_\_\_ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

\_\_\_\_\_

Tel. #: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited  
6th Floor, Plate-B, NBCC Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfE No. \_\_\_\_\_ dated \_\_\_\_\_ for Request for Empanelment of Vendors for Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Solar Power Projects in India-Ground mounted (up to 5 MW) and Rooftop Systems.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfE Selection process for the RfE No. \_\_\_\_\_ dated \_\_\_\_\_ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfE including but not limited to cancellation of our response to this RfE and LoE, we, i.e. M/s \_\_\_\_\_ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 24.5 of the RfE, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl.17 of the

OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfE. We understand that in case of us being selected under this RfE, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the price in Request for Empanelment of Vendors for Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Solar Power Projects in India-Ground mounted (up to 5 MW) and Rooftop Systems.

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.



**DECLARATION**

**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:**

**MoF OM No 7/10/2021-PPD (1) dated 23.02.2023**

*(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)*

Ref. No. \_\_\_\_\_

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

From: \_\_\_\_\_ *(Insert name and address of Bidding Company/Member of Consortium)*

\_\_\_\_\_

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi - 110 023

Sub: Response to the RfE No ..... dated .....

Dear Sir/ Madam,

This is with reference to attached OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Signatory.

Enclosure: OM dated 23.02.2023, as referred above.

## INTEGRITY PACT

Between

### **Solar Energy Corporation of India**

having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East  
Kidwai Nagar, New Delhi-110023, India

hereinafter referred to as

**"SECI",**

and

---

*[Insert the name of the Sole Bidder/all members of the of Joint Venture/Consortium]*

having its Registered Office at \_\_\_\_\_  
*(Insert full Address/Lead member address in case of Joint Venture/Consortium)*

---

and

---

*[Insert the name of all members of the of Joint Venture/Consortium, as applicable]*

having its Registered Office at \_\_\_\_\_  
*(Insert full Address/ Lead member address in case of Joint Venture/Consortium)*

---

hereinafter referred to as

**"The Bidder/Contractor"**

### **Preamble**

SECI intends to award, under laid-down organisational procedures, contract(s) for

---

*[Insert the name of the tender/package]*

\_\_\_\_\_ Package and NIT Number

\_\_\_\_\_ SECI values full compliance with all

*[Insert Specification Number of the package]*

relevant laws and regulations, and the principles of economical use of resources, and of



fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, SECI and the above-named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

### **Section I - Commitments of SECI**

- (1) SECI commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of SECI, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
  - b) SECI will, during the tender process treat all Bidder(s) with equity and fairness. SECI will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) SECI will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/ Agencies participating in the Bidding/Tendering process
- (2) If Managing Director obtains information on the conduct of any employee of SECI which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

### **Section II - Commitments of the Bidder/Contractor**

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
  - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to SECI, or to any of SECI's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.





- b) The Bidder/Contractor shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders/Contractors. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non-submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.
  - c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by SECI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) Bidders will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act
  - e) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
  - f) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
  - g) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of SECI.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section III- Disqualification from tender process and exclusion from future contracts**

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, SECI may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.



- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, SECI may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, SECI may revoke the exclusion prematurely. However, decision of SECI in this regard shall be final and binding on the bidder/Contractor.

#### **Section IV - Liability for violation of Integrity Pact**

- (1) If SECI has disqualified the Bidder from the tender process prior to the award under Section III, SECI may forfeit the applicable Bid Security/Earnest Money Deposit under the Bid.
- (2) If SECI has terminated the contract under Section III, SECI may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

#### **Section V- Previous Transgression**

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section VI - Equal treatment to all Bidders/Contractors**

- (1) SECI will enter into agreements with identical conditions as this one with all Bidders.
- (2) SECI will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

#### **Section VII - Punitive Action against violating Bidders/Contractors**

If SECI obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his





Subcontractor which constitutes corruption, or if SECI has substantive suspicion in this regard, SECI will inform the Chief Vigilance Officer (CVO).

Nothing mentioned hereinabove may deem to restrict the right of SECI, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders/ contractors to initiate necessary action under the Competition Laws for the time being in force.

**(\*) Section VIII - Independent External Monitor/Monitors**

- (1) SECI has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, details of which has been indicated in the tender document.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Managing Director, SECI, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Managing Director, SECI, giving joint findings.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, SECI.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of SECI related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) SECI will provide to the IEM information as sought by him which could have an impact on the contractual relations between SECI and the Bidder/Contractor related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Managing Director, SECI and request the Managing Director, SECI to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a



specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to SECI and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to SECI.

- (7) The IEM will submit a written report to the Managing Director, SECI within 8 to 10 weeks from the date of reference or intimation to him by SECI and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Managing Director, SECI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Managing Director, SECI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) The word 'IEM' would include both singular and plural.
- (\*) *This Section shall be applicable for only those packages wherein the IEMs have been identified in Section - I : Invitation for Bids and/or Clause ITB ... in Section - III: Bid Data Sheets of Conditions of Contract, Section-.. of the Bidding Documents.*
- (10) A bidder/Contractor signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

#### **Section IX - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

#### **Section X - Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of SECI.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) which are part of the Bidding Document.
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial





proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/ differences arising out of the subject contract.

# CVO shall be applicable for packages wherein IEM are not identified in the bidding document IEM shall be applicable for packages wherein IEM are identified in the bidding document.

- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) \_\_\_\_\_  
(For & On behalf of SECI)



Name: A K Singh  
Designation: Asst M (C&P)

(Signature) \_\_\_\_\_  
(For & On behalf of Bidder/ Partner(s)  
of Joint Venture/Consortium/  
Contractor)

(Office Seal)

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

Witness 1 : \_\_\_\_\_

(Name & Address) Sandeep Kumar

Solar Energy Corporation of  
India Limited, New Delhi.

Witness 1 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Witness 2 : \_\_\_\_\_

(Name & Address) PRATIK PRASUN

Solar Energy Corporation of India Ltd.  
East Kidwai Nagar, New Delhi

Witness 2 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING**

**GENERAL**

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RfE Documents. Submission of Online Bids is mandatory for this RfE.

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, *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 e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

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

**INSTRUCTIONS**

**Tender Bidding Methodology:**

Sealed Bid System

Single Stage Two Envelope

**Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on Electronic Tender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
  - a) Query to SECI (Optional)
  - b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

## Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

## Registration

To use the Electronic Tender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/ activated.

### Important Note:

1. Interested bidders have to download official copy of the RfE & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfE and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS/ Helpdesk	
Telephone/ Mobile	Customer Support: +91-124-4229071, 4229072 ( From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)
Email-ID	<a href="mailto:support@isn-ets.com">support@isn-ets.com</a> [Please mark CC: <a href="mailto:support@electronictender.com">support@electronictender.com</a> ]

### **Some Bidding Related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

RfE of Vendors for setting up of Grid-connected/off-grid Solar PV Rooftop/Ground-mounted systems in India Under Category B (Round 2)	RfE No. SECI/C&P/MI/00/0017/2023-24	Page 58 of 61
--	-------------------------------------	---------------

- Submission of Bid-Parts
  - Envelope I (Technical-Bid)
  - Envelope II (Financial-Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 18 of the RfE, failing which the technical bids will not be opened.

*Note: The Bidder should also upload the scanned copies of all the above-mentioned original documents as Bid-Annexures during Online Bid-Submission.*

### **Internet Connectivity**

If bidders are unable to access ISN-ETS's 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

### **SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted® functionality, the contents of both the 'Electronic Forms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill Electronic Forms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the Electronic Forms® and the 'Main-Bid', the contents of the Electronic Forms® shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

**The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid.** The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by SECI.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

### **OTHER INSTRUCTIONS**

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through ‘ETS User-Guidance Center’ is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

### **SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS**

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Bid Processing Fee and Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

**NOTE:**

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*