

SOLAR ENERGY CORPORATION OF INDIA

(A GOVERNMENT OF INDIA ENTERPRISE)

INVITES

REQUEST FOR EMPANELMENT (RFE) OF COMPANIES

FOR

IMPLEMENTATION OF MINI & MICRO GRID SOLAR PV
POWER PLANTS FOR RURAL ELECTRIFICATION IN INDIA

RFE No: SECI/Cont./Ind./49/SMG/2013 Dated: 25.06.2013



SOLAR ENERGY CORPORATION OF INDIA (SECI)
NBCC PLAZA, TOWER-I, IVTH-FLOOR, PUSHP VIHAR
SECTOR-V, SAKET, NEW DELHI-110 017, INDIA.

Telephone No & Fax No: 91-11- 71989200 /238 & 29563834

MNRE Website: www.mnre.gov.in

SECI Website: www.seci.gov.in

Email: secicontracts@yahoo.com



SOLAR ENERGY CORPORATION OF INDIA
(A Government of India Enterprise)

RFE No: SECI/Cont./Ind./49/SMG/2013

Date: 25.06.2013

Solar Energy Corporation of India (hereinafter called “SECI”), New Delhi is registered under Section 25 of Companies Act, 1956, as a Company not for profit, under the administrative control of the Ministry of New & Renewable Energy (MNRE). The main object of the Company would be to assist the Ministry and function as the implementing and executing arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.

Under the directions of “MNRE”, SECI invites “Request for Empanelment (RFE)” companies for implementation of Mini and Micro Grid SPV power plants for rural electrification in India. For the implementation of above work, Request for Empanelment is invited from the eligible and competent applicants to empanel with SECI to execute the projects across the country.

RFE document complete in all respects should be submitted on or before 25th July 2013 up to 2:30 P.M in the office of “SECI” in prescribed format. RFE document will be opened on 25th July 2013 at 3:00 P.M in presence of authorised representatives of applicants who wish to be present. RFE documents received without the prescribed processing fees will be rejected. In the event of any date indicated above falling on a day which is not a working day or which is a Public holiday, the next working day shall become operative for the respective purpose mentioned therein.

RFE document can be collected in person from the office of Solar Energy Corporation of India, New Delhi w.e.f. 26th June 2013 to 24th July 2013 in office working hours (10:30.A.M. to 5.30.P.M.) against a written request and can also be downloaded from official website of SECI (www.seci.gov.in) as well as MNRE (www.mnre.gov.in). Any amendment/corrigendum with respect to this RFE document shall be uploaded on websites only. The applicants should regularly follow up for any amendment/corrigendum/clarification on the website.

EMPANELMENT INFORMATION SHEET

Pre-empanelment Conference / Clarification meeting	A pre-empanelment conference will be held on 08 th July 2013 at 11:00 A.M. at SECI office ,4 th floor, Tower-1, NBCC Plaza, Pushp Vihar, Sector-V, New Delhi-110017
Due Date & Time for Receipt of RFE document	25 th July 2013 up to 2.30 PM
Date & Time of RFE document opening	25 th July 2013 at 3:00 PM
RFE processing fee (Non Refundable)	Rs.15, 000/- (Rs. Fifteen Thousand only) - to be furnished through Demand Draft (DD) along with application

Note:-

Any amendments/modifications accepted during pre-empanelment conference in RFE will be circulated through MNRE website as well as SECI website.

INDEX

Section No	CONTENTS	Page No.
	Definition & Interpretation	5-6
	Disclaimer	7-8
Section-1	Invitation to Apply	9-11
Section-2	Instructions to Applicants and General Conditions	12-22
Section-3	Eligibility Criteria and Evaluation	23-26
	Appendix -1	27-29
	Appendix -2	30-32
	Appendix -3	33-35

Definitions & Abbreviations

The following terms are defined for use in this RFE:

“Applicant” shall mean the Company submitting the Application.

“Application” shall mean all the documents/Credential/Attachments/Annexures etc. submitted by the Applicant in response to this RFE, in accordance with the terms and conditions hereof.

“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;

“Competent Authority” shall mean Managing Director (MD) himself and/or a person or group of persons nominated by MD of Solar Energy Corporation of India for the mentioned purpose herein.

“Company” means a company formed and registered under the Companies Act 1956 or an existing company as defined in clause (ii) of Section 3 of the Companies Act 1956

“Country” shall mean India

“EPC” shall mean Engineering, Procurement & Construction;

“MNRE” shall mean Ministry of New and Renewable Energy, Government of India.

“Mini and Micro grid” shall mean a centralised, ground mounted integrated electricity distribution network supplied/powered by a solar PV system of capacity up to 250kW, operating at or below 11kV in order to provide electricity to a community (village or a cluster of villages/hamlets) which can operate in an isolated mode.

“Projects” or “Works” shall mean Design, Engineering, Manufacture, Assembly, Inspection, Testing at manufacturer’s works before dispatch; packing, supply, delivery at site, subsequent storage, erection and commissioning of Mini / Micro Grid based Solar PV Projects in India.

“Rupees”, “Rs.”, “INR” shall mean Indian rupees, the lawful currency of India;

“RFE” shall mean Request for Empanelment (RFE)/Expression of Interest for Empanelment.

“RFP” shall mean Request for Proposal (RFP)/Tender document/Bid Document

“SECI or Authority” shall mean Solar Energy Corporation of India, New Delhi (A Govt. of India Enterprise) under MNRE;

“Year” shall mean financial year

Interpretation

Unless expressly stated otherwise, in the interpretation of this RFE,

- a) clause headings do not affect the interpretation of this RFE;
- b) explanatory notes are for clarification only and do not affect the interpretation of this RFE;
- c) the singular includes the plural and vice versa where the context requires;
- d) words importing a gender include every gender;
- e) An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- f) 'person' includes natural persons and corporations, their successors and permitted assigns;
- g) terms and words beginning with capital letters and defined in this RFE shall have the meaning ascribed thereto herein;
- h) the words "include" and "including" are to be construed without limitation; and
- i) a time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time
- j) Different parts of this RFE 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

Disclaimer

The information contained in this Request for Empanelment document (the “**RFE**” or “**Request for Empanelment**”) or subsequently provided to Applicant(s), whether verbally or in writing or in any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFE and such other terms and conditions subject to which such information is provided. This RFE is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their application for empanelment pursuant to this RFE (the “**Application**”). This RFE includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFE may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFE. The assumptions, assessments, statements and information contained in this RFE may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFE and obtain independent advice from appropriate sources. Information provided in this RFE to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SECI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFE and any assessment, assumption, statement or information contained therein or deemed to form part of this RFE or arising in any way with empanelment of Applicants for participation in the empanelment process.

SECI also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFE. SECI may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFE. The issue of this RFE does not imply that SECI is bound to select and empanel pre-qualified Applications for Bid Stage or to appoint the selected applicant or Independent Engineer, as the case may be, for the project and the Authority reserves the right to reject all or any of the Applications or bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Empanelment Process.

SECTION 1: INVITATION TO APPLY

1.0 Background:

Solar mini & micro grid has potential to support the development of rural communities and offers a better solution for their growth. Mini & Micro grids are the suitable and viable option for rural electrification and are considered to be an ideal alternative to grid electricity in remote villages that do not have grid connectivity. Because Mini & Micro grids are independent systems, they can also be controlled and managed without presenting threats to the conventional grid. Such distributed energy systems also provide more reliable electricity, as any outages or interruptions to electricity supply can be quickly identified and corrected. Additionally, having the site of power generation closer to the load also reduces T&D losses, thus improving the techno economic viability of the system.

1.1. About Solar Energy Corporation of India

Solar Energy Corporation of India (SECI) is registered under Section 25 of Companies Act, 1956, as a Company 'not for profit'. SECI operates under the administrative control of the Ministry of New & Renewable Energy (MNRE), GoI. The main objective of SECI is to support the MNRE and function as the implementing and executing arm of MNRE for facilitating activities under Jawaharlal Nehru National Solar Mission (JNNSM). The Company aims at the development and promotion of the solar energy technologies in the country to eventually achieve commercialization and the strategy includes to plan and execute an integrated programme on development and deployment of solar energy technologies to achieve commercialization;

- a) To own, operate and manage both grid connected and off-grid solar applications;
- b) Promote R&D, select suitable sites for solar power stations and ancillary facilities including evacuation of power by setting up transmission facilities;
- c) To exchange, distribute and sell power in accordance with the policies and objectives laid down under JNNSM;
- d) Assisting the Ministry of New and Renewable Energy in executing its mission and objectives through appropriate mechanisms.

1.2. Brief description of the Empanelment Process

- 1.2.1** The Authority through this document is inviting applications from eligible entities for participating in the empanelment process for implementing the "Project" in

India.

1.2.2 The Authority will follow a two stage process for selection of the implementing agencies for carrying out the said projects in different parts of the country (India). Under the first stage (“**Empanelment Process**”), the Authority invites interested parties (“**Applicants**”) to submit their applications in response to the RFE document. The Authority will empanel a list of Applicants who meet the minimum requirements as set out in this RFE document. Subsequently, the Authority, under the second stage (“**Bid Stage**”), will call for bids from the empanelled applicants (“**Empanelled Applicants**”), by issue of request for proposal (“**Bidding Documents**”). The selection of an Applicant as an Implementing agency for Design, Supply, installation, testing, commissioning and maintenance of Solar Photovoltaic based Mini and Micro Grid projects in India will be based on the detailed terms and condition of the Bidding Documents.

1.2.3

- a. SECI intends to do the empanelment of a maximum no of 10 Applicants on the basis of merit for execution of Solar PV based Mini & Micro Grid projects in India. SECI however reserve the right to review the list depending on the response to the bidding process.
- b. The panel of agencies would be empanelled by the Authority for an initial period of 2(Two) years w.e.f. the date of notification of the panel. The empanelment period may be extended further for a certain period on the same terms and conditions at the discretion of the Authority. However, if during the validity of empanelment of 2 (two) years from date of notification, the breach of any terms and conditions of the RFE and subsequent Empanelment Agreement between SECI and the Agency including quality of work is identified / noticed by the Authority , then the Empanelment of such an applicant shall be withdrawn forthwith.
- c. Each Applicant shall be required to furnish a sum of Rs. 15,000/- (Rupees Fifteen Thousand only) as RFE Processing Fee in the form of Demand Draft / Pay order in favour of Solar Energy Corporation of India and payable at New Delhi. Application with inadequate Processing Fee shall be rejected.
- d. At the Bid stage (i.e. for execution of Solar PV based Mini / Micro Grid Projects), SECI will call for bids from the Empanelled Applicants. The indicative scope of work in such bids shall generally be as indicated in clause no. 1.3.
- e. The interested Applicants may submit their typed/ printed application as per the formats given. SECI shall evaluate the response and shortlist the parties on the basis of Eligibility Criteria mentioned in the Section-3 of this RFE.
- f. SECI however reserves the right to decide the number of Applicants to be empaneled based on merit depending on the number of Applicants who fulfil the Minimum Eligibility Criteria.

1.3 Indicative Scope of Work of Mini / Micro Grid based on Solar PV Projects

An indicative Scope of Work of Mini / Micro Grid based on Solar PV Projects in different parts of India for which the bid document may be subsequently issued by SECI may inter alia but not limited to the following:

- i. Land acquisition and / or development.
- ii. Design and implementation of the power distribution arrangement
- iii. Preparation and submission of the Design Basis Report, Project Technical Specifications, all related project and power evacuation drawings, Bill of Quantity of the Project.
- iv. Design, Engineering, Manufacture, Assembly, Inspection, Testing at manufacturer's works before dispatch; packing, supply, delivery at site, subsequent storage, erection and commissioning and testing at site; including insurance during transit and storage of PV plant along with battery, inverter, distribution boards (AC and DC), cable, combiner box, distribution transformer and associated work including protection and measuring arrangements etc.
- v. Preparation of route profile drawing along with service connection to prospective consumers.
- vi. All civil works for PV plant and distribution line.
- vii. Submission of plant technical manual and user O&M manual.
- viii. O&M and monitoring up to 5 years after commissioning.
- ix. Provide in-house training to local villagers/committee for O&M, maintenance, and monitoring of power plant.
- x. Any other works not specifically mentioned but are required to finish the work.

Scope of work and nature of work is indicative only, however SECI reserves the right to add/delete items in scope/nature of work.

- 1.4 Wherever information has been sought in specified format, the Applicants shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format. However, any additional supporting information may separately be submitted by the Applicant.

- 1.5 In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

SECTION -2 Instructions to Applicants and General Conditions

2.0 Scope of Application

The Authority wishes to receive applications for empanelment of eligible entities to be appointed as implementing agencies for carrying out the Projects in different parts of India.

2.1 Acknowledgement by Applicant

It shall be deemed by submitting the Application that the Applicant has:

- I. Made a complete and careful examination of this document;
- II. Received all relevant information requested from the Authority;
- III. Accepted the risk of error, inadequacy or mistake in the information provided in this document by or on behalf of Authority;
- IV. Agreed to be bound by the undertakings provided by it and in terms hereof.

2.2 Right to accept/ reject any Application

- (i) Notwithstanding anything contained in this document, Authority reserves the right to accept or reject any Application and to annul the Empanelment Process and reject all Applications, at any time, without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reason for such action. In the event that all Applications are rejected, Authority may, at its discretion, invite all eligible Applicants to submit fresh Applications.
- (ii) The Authority reserves the right to reject any Application if
 - a. At any time a material misrepresentation is made or uncovered, or;
 - b. The Applicant does not submit the supplementary information required by Authority within the time specified.
- (iii) The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to this document. Any such verification or lack of such verification by it shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.

2.3 Cost of Bidding

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in

connection with or relating to its Application. SECI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Empanelment Process.

2.4 Contents of the RFE

2.4.1 This RFE comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.4.3.

Invitation for Empanelment

- | | |
|---------------|---|
| 1) Section -1 | Invitation to Apply |
| 2) Section -2 | Instructions to Applicants & General Conditions |
| 3) Section -3 | Eligibility Criteria & Evaluation Process |

Appendices

1. Letter for Empanelment
2. Format for Submission
3. Power of Attorney for signing of Application

2.4.2 Clarifications

1. The Authority may on a suo-moto basis, if deemed necessary, issue interpretations and clarifications to all Applicants. All written clarifications and interpretations issued by the Authority shall form part of this document. All applicants shall view the SECI website www.seci.gov.in as well as MNRE website www.mnre.gov.in regularly to refer any clarifications and amendments hereto.

2.4.3 Amendment to this document

At any time prior to the date of submission of the Application for empanelment, the Authority may, for any reason whatsoever, whether on its own initiative or in response to any request for clarification, modify this document through the issue of addenda.

2.5 Preparation and submission of Application

2.5.1 Language

- a. The Application and all documents forming part of the Application shall necessarily be in English language. In case certain documents are in any other language, the Applicant shall submit duly certified and authenticated English translations of the same.
- b. Supporting materials, which are not in English and for which the certified and authenticated translations have not been submitted shall not be considered for the purpose of empanelment.

2.5.2 Format and signing of the Application

- a. The Applicant shall provide all the information sought under this document. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable for rejection.
- b. The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted as per RFE and clearly mark it as “**ORIGINAL**”. In addition, the Applicant shall submit 1 (one) copy of the Application, along with all the documents required to be submitted marked as “**COPY**”.
- c. The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

2.5.3 Sealing and marking of Application

- a. The Applicant shall submit the Application in the formats specified in the form of Appendix-2, together with the documents specified in Clause 2.5.3, and seal it in an envelope and mark the envelope as “APPLICATION”. The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clause 2.5.3.
- b. The Application shall have a cover envelope which shall contain two smaller envelopes superscripted as “Processing Fee” and “Application”.
- c. The envelope superscripted as “Processing Fee” shall contain only a Demand Draft of requisite value as described in Clause 1.2.3 (c) above from a Scheduled Commercial Bank in India, towards the processing fee of the RFE document, in favor of “Solar Energy Corporation of India” payable at New Delhi.
- d. The envelope superscripted as “Application” shall contain following documents along with any other documents which the Applicant desires to submit:
 - i. Letter for Empanelment in the prescribed format at Appendix 1;
 - ii. Application in the prescribed format at Appendix 2;

- iii. Power of Attorney for signing of the Application in the prescribed format at Appendix 3;
 - iv. Certified true copy of the incorporation certificate of the Applicant;
 - v. Copies of Applicant's duly audited balance sheet and profit and loss account for the preceding three (3) years;
 - vi. Statutory Auditors certificate to certify the Average annual turnover requirement as per Clause 3.2.3 and
 - vii. Copies of all the Agreement / Contracts / Work orders & Commissioning certificates for evaluation of Technical Eligibility Criteria as per Clause 3.2.2
- e. Each envelope shall clearly indicate the name and address of the Applicant in addition to RFE ref. No. and the Application due date. All the above envelopes shall be duly sealed individually.
- f. Envelope shall be superscripted as **"RFE OF APPLICANTS FOR DESIGN, ENGINEERING, MANUFACTURE, ASSEMBLY, INSPECTION, TESTING, STORAGE, ERECTION, COMMISSIONING AND OPERATION AND MAINTENANCE (O&M) OF SOLAR PV BASED MINI / MICRO GRID PROJECTS FOR RURAL ELECTRIFICATION IN INDIA" AGAINST RFE No: SECI/Cont./Ind./49/SMG/2013.**
- All the documents of the Bids should be numbered and preferably bound/ spiral binding form and should be addressed to the **Dy. Manager (Contracts), Solar Energy Corporation of India, 4th Floor, Tower-1, NBCC Plaza, Pushp Vihar, Sector- V, Saket, New Delhi – 110 017.**
- g. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.
- h. Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- i. Every document in support of RFE Application should be signed and stamped by the Authorized signatory.

2.5.4 Validity of Applications:

The Application shall remain valid for a period of 6 months from the Due date for receipt RFE document. Applicant shall not withdraw/revoke or cancel his application before the expiry of the validity as indicated above.

2.5.5 Application Due Date

- I. Applications should be submitted before 2:30 p.m. IST on the Application Due Date, at the address provided in Clause 2.5.3 (f) in the manner and form as detailed in this document.
- II. The Authority may, at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.4 uniformly for all Applicants.

2.5.6 Late Applications

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.5.7 Modifications/ substitutions/ withdrawal of Applications

- 2.5.7.1** The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant after the Application submission time and date.
- 2.5.7.2** The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.5.7.3** Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.6 Opening of Applications

- 2.6.1** The Authority shall start opening the Applications at 3.00 p.m. IST on the Application Due Date, at the place specified in Clause 2.5.3 and in the presence of the Applicants who choose to attend. The envelope superscripted as "Processing Fee" shall be opened first. If the "Processing Fee" is not found in order, then the Application of such Applicant shall be summarily rejected.
- 2.6.2** Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.5.7 shall not be opened.
- 2.6.3** The Authority shall evaluate the Applications whose processing fee is found to be in order against the eligibility criteria specified in **Section 3** of this RFE document.

- 2.6.4** Applicants are advised that empanelment of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Empanelment Process or selection will be given.
- 2.6.5** Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if it is subsequently empanelled on the basis of such information.
- 2.6.6** The Authority reserves the right not to proceed with the Empanelment Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.6.7** If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant parameter from consideration for empanelment of the Applicant.

2.7 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the empanelled Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Empanelment Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.8 Clarifications

- 2.8.1** To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. No change in the price or substance of the bid shall be sought, offered or permitted.
- 2.8.2** If an Applicant does not provide clarifications sought under Clause 2.4.2 above within the prescribed time, its Application shall be liable to be rejected. In case the

Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.9 Correspondence with Applicants

2.9.1 Save and except as provided in this document, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application. Only Empanelled Applicants shall be eligible to submit their bids as and when invited for different projects in India.

2.9.2 Contact person

Applicant requiring any clarification of the RFE documents may contact in writing or by Fax /E Mail

Dy. Manager (Contracts)
Solar Energy Corporation of India (SECI),
NBCC Plaza, Tower -1, Fourth Floor
Pushp Vihar, Sector V, Saket
New Delhi-110 017, India. Telefax: 91-11-29563834
Telephone: +91-11-71989200 / 238
E Mail: secicontracts@yahoo.com

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

2.10 Fraud and Corrupt Practices

2.10.1 Rejection of Application

- a. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Empanelment Process.
- b. Without prejudice to the rights of the Authority under Clause 2.10 herein above, if an Applicant is found by the Authority to have directly or indirectly or through

an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Empanelment Process, such Applicant shall not be eligible to participate in any tender or EOI issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.10.1 Definitions and interpretations

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Empanelment Process or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of two year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Empanelment Process); or (ii) save and except as permitted under this document, engaging in any manner whatsoever, whether during the Empanelment .

Process or after , as the case may be, any person in respect of any matter relating to the empanelment, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Empanelment Process;

- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Empanelment Process;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Empanelment Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (ii) having a Conflict of Interest; and

- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the Empanelment Process.

2.11 Governing Law: The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Empanelment Process.

2.11.1 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. Suspend and/ or cancel the Empanelment Process and/ or amend and/ or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any applicant in order to receive clarification or further information;
- c. Pre-qualify or not to pre-qualify any applicant and/ or to consult with any applicant in order to receive clarification or further information;
- d. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any applicant; and/ or independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any applicant.

2.11.2 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, and/ or in connection with the Empanelment Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

2.12 Successors and Assigns:

In case the Applicant or Authority undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

2.13 Severability:

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

2.14 Settlement of Dispute

- a. If any dispute of any kind whatsoever shall arise between the Authority and Applicant / Empanelled applicant in connection with or arising out of the empanelment process including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, whether during the progress of the Process or after the Empanelment, the parties shall seek to resolve any such dispute or difference by mutual consultation.
- b. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Sub Clause 6(b) shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Empanelment Process.
- c. **In case the Applicant is a Public Sector Enterprise or a Government Department**
 - i. In case the Applicant is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

d. In case the Applicant is not a Public Sector Enterprise or a Government Department.

- i. In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.
 - ii. The Authority and the Applicant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty (20) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.
 - iii. If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
 - iv. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Section 2, Clause 2.11 (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.
 - v. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
 - vi. The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
 - vii. The arbitrator(s) shall give reasoned award.
- e. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree

SECTION-3

3.0 Eligibility Criteria and Evaluation

3.1 Preliminary Examination

- 3.1.1** SECI will examine the Bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 3.1.2** Prior to the detailed evaluation, SECI will determine whether each Bid is of acceptable quality, is generally complete and is substantially responsive to the Bidding Documents. For the purpose of this determination, a substantially responsive bid is one that confirms to all the terms & conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations.
- 3.1.3** SECI may waive any minor nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of and Bidder, as a result of Technical and Financial Evaluation.
- 3.1.4** The Authority reserves the right to reject any Application, which is not-substantially responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

3.2 Eligibility Criteria

The Applicant's capabilities and competence is proposed to be established through the following process:

3.2.1 General

- I. The Bidder shall be corporate entity or a registered society dully incorporated in India under the relevant Law and engaged in the business of Solar Power.

A copy of certificate of incorporation/Memorandum of Association/Article of Association or any other relevant document(s) may be furnished along with the bid in support of above. In the Memorandum and Article of Association, Article Number should be highlighted separately wherein above information has been stated.

- II. The Bidder should have valid CST/State VAT/TIN registration certificate. (Copy to be furnished in support)

- III. Any entity, which is barred by the Government of India or any State Government or any Government Instrumentality from participating in any project, and the bar subsists on the date of Application for empanelment, shall be ineligible to apply for empanelment in response to this RFE document. No Applicant shall submit more than one Application for empanelment in response to this RFE document.

3.2.2 Minimum Technical Eligibility

- I. Applicant should have experience of successful installation and commissioning of Off Grid / Grid Connected PV projects and should have successfully commissioned projects of a minimum aggregate capacity of 50 kW with 10 kW as the minimum project size in the last three years preceding the Bid Deadline.

The Applicant must furnish the required details for establishing technical eligibility in the form of Agreements/Contracts/ Work Orders / Project Completion Certificates received from various clients for execution of works in Appendix 2

In addition, the Applicant shall submit organizational chart and details of ongoing assignments in support of manpower details.

3.2.3 Minimum Financial Eligibility

- I. The applicant should have a minimum average annual turnover of **INR 1 Crores (Average of past three (3) years(FY 2010-11, FY 2011-12 and FY 2012-13))**. *Applicant shall furnish documentary evidence duly certified by Authorized Signatory and the Statutory Auditor in support of their Financial Eligibility.*
- II. In addition, the Application must be accompanied by the Audited Annual Reports of the Applicant for the last 3 (Three) financial years (FY 2010-11, FY 2011-12 and FY 2012-13), preceding the year in which the Application is made.
- III. In case the annual accounts for the latest financial year are not audited then the provisional accounts as certified by the Statutory Auditors may be submitted. In such a case, the Applicant shall provide the Audited Annual Reports for 3(Three) years preceding the year for which the Audited Annual Report is not being provided.

3.2.4 The Authority shall examine the Eligibility Criteria of the Applicants based on the documentary evidence submitted against each of the above parameters. Applications not fulfilling the Eligibility Criteria as above shall be rejected.

3.2.5 Evaluation of Technical and Financial Parameters

Applicant fulfilling the Eligibility Criteria indicated at Clause 3.2.1, Clause 3.2.2 and Clause 3.2.3 above shall only be evaluated as follows and listed in order of the Merit

Sr. No	Description	Breakup
1.	No. of Executed Solar PV Mini / Micro Grid Projects	10 (Max.)
	No. of Assignments	
	○ 1-2 Assignments	5
	○ 3 and more Assignments	10
2.	No. of Executed Solar PV (Off Grid / Grid Connected) Projects	30 (Max.)
	No. of Assignments	
	○ 1-2 Assignments	10
	○ 3-5 Assignments	15
	○ 6-8 Assignments	20
	○ 9-12 Assignments	25
	○ More than 12 Assignments	30
3.	Single Largest Capacity (kW) of any one assignment in the above Assignments	30 (Max.)
	○ 10 kW- 25 kW	10
	○ Greater than 25 kW- 50 kW	15
	○ Greater than 50 kW- 75 kW	20
	○ Greater than 75 kW- 100 kW	25
	○ Above 100 kW	30
4.	Financial Strength (last three(3) years annual average turnover, INR)	30 (Max.)
	○ 1 Cr- 3 Cr	15
	○ More than 3 Cr-6 Cr	20
	○ More than 6 Cr-10 Cr	25
	○ Above 10 Cr	30

3.3 Empanelment of Applicants

3.3.1 Merit list of all the Applicant shall be drawn in the descending order of no. of points scored in the evaluation process as Clause 3.2.5 above. A maximum of 10 (Ten) applicants shall be empanelled from the Merit List.

3.3.2 In case more than one Applicant scores the same number of points, preference shall be given to the Applicant having scored higher points in Sl. No. 1 of table at 3.2.5 above followed by Sl. No. 2,3 and 4 in that order.

3.4 Notification of Empanelment

After the evaluation of Applications, the Authority would notify a list of Empanelled Applicants who will be eligible for participation in the Bid Stage, on MNRE website. The Authority will not entertain any query or clarification from Applicants who fail to get empaneled.

3.5 Proprietary Data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

3.6 Review of Empanelled Applicant:

SECI shall periodically review the response of the Empanelled Applicant to the various bid documents issued by SECI for implementation of the Projects. Review shall generally include but not limited to the review of no. of bids submitted, quality of bids & performance of the Empanelled Applicants in case of award of work. Based on these reviews, SECI reserves the right to delete the name of the Empanelled Applicant in case of unsatisfactory performance.

Appendix 1: Letter for Empanelment

To,

Sub: Application for empanelment for Implementation of Solar Photovoltaic based Mini & Micro Grid project in different parts of India.

Dear Sir/Madam

1. With reference to your Request for Empanelment document dated.....we, having examined the said document and understood its contents, hereby submit our Application for Empanelment. The Application is unconditional.
2. We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for empanelment of the Applicants, and we certify that all information provided in the Application and in its Appendices is true and correct; nothing has been omitted, which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of empanelment as an entity eligible to bid for implementation of Solar PV based Mini & Micro grid projects in different locations of India.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the technical and financial eligibility.
5. We acknowledge the right of the Authority to reject or Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any

contract terminated by any public authority for breach on our part.

7. We certify that our Application is valid for a period of 180 days from the due date of receipt of Application by SECI.
8. We declare that:
 - a. We have examined and have no reservations to the RFE document, including any Addendum issued by the Authority;
 - b. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 2 of the RFE document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - c. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 2 of this document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the empanelled Applicants to bid, without incurring any liability to the applicants, in accordance with Clause 2.1.4 of this document.
10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. We undertake that in case due to any change in facts or circumstances during the Empanelment Process, we are attracted by the provisions of disqualification in terms of the provisions of this document; we shall intimate the Authority of the same immediately.
13. All the documents required to be submitted as part of this application as per Clause 2.3.3 are enclosed with this application.
14. We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever otherwise arising to challenge or question any

decision taken by the Authority in connection with the Empanelment Process and the terms and implementation thereof.

15. We agree and undertake to abide by all terms and conditions of this document.

In witness thereof, we submit the Application under and in accordance with the terms of the Request for Empanelment document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the applicant

Appendix 2: Formats for Submission

8.1 Details of Applicant

1. Name
2. Country of Incorporation
3. Address of the registered office
4. Addresses of other offices, including branch offices
5. Date of Incorporation (A true copy of the Incorporation Certificate is to be provided by the Applicant along with its Application)
6. Brief description of the Company including details of its main lines of business
7. Whether Approved by MNRE (Yes/ No)

8. Details of individual(s) who will serve as the point of contact/communication for the Authority:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. E-Mail Address:
 - g. Fax Number:

9. Particulars of the Authorized Signatory of the applicant:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Phone Number:
 - e. Fax Number:

10. Declaration as given below:

No.	Criteria	Yes/No
1.	Has the Applicant been barred by the [Central/State] Government, or any entity controlled by it, from participating in any project	
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?	

11. A statement by the Applicant or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

8.2 Experience of Applicant

The following formats need to be filled by the Applicant as evidence of technical eligibility against each of the identified parameter:

8.2.1 Technical Eligibility

The Applicant shall summarize the Eligible Assignments in the following format:

Format 8.2.1: Format for depicting the summary of the Eligible Assignments

No.	Name of Client	Contract No and Date.	**Contract Price	Project size (kW)	Off Grid or Grid Connected	Commissioning Date
1)						
2)						
3)						
4)						
5)						

**Copy of Work order/Contract Agreement & Commissioning certificate should be enclosed separately for off grid and Grid connected projects and flagged for each assignment indicated in the Table above

8.2.2 Each Eligible Assignment shall be further detailed as per the format below:

Format 8.2.2 Details for Comprehensive Evaluation Matrix

Sr. No	Description	Breakup
1.	No. of Executed Solar PV (Mini / Micro Grid) Projects	
2.	No. of Executed Solar PV Projects (Off Grid / Grid Connected)	
3.	Single Largest Capacity (kW) of any one assignment in the above Assignments	
4.	Financial Strength (last three(3) years annual average turnover, Cr)	

Note: As indicated and detailed above in the RFE, Applicants shall suitably document substantiate the above submissions.

8.3 Financial Eligibility:

The following format needs to be filled to evidence financial eligibility:

Format 8.3: Information on financial eligibility

Financial Year	Annual turnover (in Rupees Crores)
Average Turnover	Rs.....Crores

Appendix 3: Format of Power of Attorney for Authorised Signatory

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

(a) Power of Attorney to be provided by the Applicant in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We
(name and address of the registered office of the Applicant do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Application for Design, Engineering, Manufacture, Assembly, Inspection, Testing at manufacturer's works before dispatch; packing, supply, delivery at site, subsequent storage, erection and commissioning and testing at site of Mini /Micro Grid based Solar PV technology in different parts of India in response to the RFE No dated issued by Solar Energy Corporation of India (SECI), New Delhi including signing and submission of the Application and all other documents related to the Application, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Authority may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India, New Delhi and providing information / responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Application till the completion of the Empanelment process as per the terms of the above mentioned RFE.

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

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

Signed by the within named

..... (Insert the name of the executant company)

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.
(Signature)

Name.....

Designation

2.
(Signature)

Name.....

Designation

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2) The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time Director/Manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).