



Solar Energy Corporation of India

(A Government of India Enterprise)

TENDER DOCUMENT

For

**Supply & installation of Desktop Computers &
Printers**

At

Solar Energy Corporation of India (SECI)

Tender Document No. SECI/IT/Tender/HW/2015/01 Dated: 12 August, 2015

ISSUED BY

**Solar Energy Corporation of India
1st Floor, D-3, A-Wing, District Centre,
Religare Building, Saket, New Delhi-110017
Tel No. 011-71989200,
Website: www.seci.gov.in**

Note: This document contains a total of 52 pages. No change in the document by the bidder is permissible.

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DISCLAIMER

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **seven (07) days from the date of notification of Tender Document/ Issue of the Tender Document**, it shall be considered that the Tender Document is complete in all respects.
2. Solar Energy Corporation of India (SECI) reserves the right to modify, amend or supplement this Tender Document.
3. While this Tender Document has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender Document, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 12-08-2015

Bid Information Sheet

Document Description	Tender Document for “Supply & installation of Desktop Computers & Printers at Solar Energy Corporation of India (SECI)”
Tender Document No.& Date	SECI/IT/Tender/HW/2015/01 Dt: 12-08-2015
Last date & Time of Submission of Response to Tender Document	02-09-2015 (14:00 Hrs)
Bid Opening (Techno-Commercial)	02-09-2015 (15:00 Hrs)
Declaration of bidders qualified for opening commercial bid	To be declared later
Validity of Tender	180 (One hundred and eighty) days from the date of opening of tender
Cost of Tender Document (non-refundable)	Free
Processing Fee (non-refundable)	₹ 2500/- (inclusive of service tax) to be submitted in the form of DD/Pay Order along with the response to Tender Document in favor of “Solar Energy Corporation of India”, payable at New Delhi.
Bid Security/EMD	₹ 25,000/- (Twenty Five Thousand Only) in the form of Demand Draft/Pay order in favor of Solar Energy Corporation of India payable at New Delhi
Name, Designation, Address and other details (For Submission of Response to Tender Document)	Sr. Manager (IT)/Dy. Manager (IT) Solar Energy Corporation of India 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989200.
<u>Important Note:</u> Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites www.seci.gov.in . No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

Section 1

INTRODUCTION

1. Introduction

1.1.OBJECTIVE

- 1.1.1. Solar Energy Corporation of India (hereinafter called “SECI”) is a Government of India Enterprise, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.1.2. To cater to the need of IT infrastructure, SECI plan to procure Desktop Computers and Printers.

1.2.DOCUMENT PURPOSE

- 1.2.1. Purchase of Desktop Computers and Printers are required to fulfil IT infrastructure need of SECI.
- 1.2.2. Empanelment of eligible bidders amongst received bids for future requirement in next one year from the date of LoA. A limited financial bid enquiry will be called between the empanelled vendors based upon the requirement in future.

Section 2

DEFINITIONS

2. Definitions

Following terms used in the document will carry the meaning and interpretations as described below:

“Authorized Signatory” shall indicate the authorized person/signatory who can discuss and correspond with the SECI, with regard to the obligations under the contract.

“Bid” shall mean the Commercial and the Price Bid submitted by the Bidding Company/Bidder/Bidder along with all documents /credentials/ attachments, formats, etc., in response to this Tender Document, in accordance with the terms and conditions hereof;

“Bidder” shall mean the Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require;

“Bidding Company” shall refer to such single Company that has submitted the response in accordance with the provisions of this Tender Document;

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid information Sheet and as specified in Bid information sheet, of this Bid document including all amendments thereto;

“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;

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“Contract” shall mean the letter of award against bidder's proposal and all the attached documents listed in the Tender document, also including all amendments / clarifications thereof;

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

“OEM” shall mean Original Equipment Manufacturer;

“LOA” shall mean Letter of Award

“LD” shall mean Liquidated Damages

“SECI” shall mean Solar Energy Corporation of India (A Govt. of India Enterprise) under the administrative control of MNRE;

“Selected Bidder or Successful Bidder” shall mean the eligible Bidder who has been selected based on this Tender Document issued by SECI;

“Services” shall mean requirements defined in this Tender Document including all necessary and additional services associated thereto to be delivered by the bidder

“Tender Document” shall mean the bidding document issued by SECI including all Flowcharts, Drawings, Photographs, Formats & Annexures etc. vide Tender Document no. SECI/IT/Tender/HW/2015/01 dated 29.06.2015 and also including all amendments / clarifications thereof;

“The Goods” means all the all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;

“The Government” means the Government of India.

“Day” means calendar day;

“Week” means calendar week;

“Month” means calendar month;

“Warranty” shall mean that product is free from defects for the period mentioned elsewhere in this document.

Section 3

BID INFORMATION AND INSTRUCTION TO BIDDERS

3. Bid Information and Instructions to Bidders

3.1 Obtaining Tender Document, Processing Fee

- a) The Tender Document can be downloaded **free of cost** from the website of SECI, www.seci.gov.in from the date mentioned in the **Bid Information Sheet**.
- b) Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this Tender Document along with a non-refundable processing fee as mentioned in **Bid Information Sheet**. A Bidding Company will be eligible to participate in the bidding process only on submission of Bid processing fee.
- c) The bids submitted without Processing Fee shall not be considered for the bidding and such bids shall not be opened by SECI.
- d) It may be noted that SECI will not pay any amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

3.2 Bid Submission date and Bid Opening date

The bidding methodology adopted for this Project shall be Single stage Two envelop system i.e. The Bidders shall submit their Project proposal (Both Techno-Commercial and Financial Bid same time in separate sealed envelopes) in line with this Tender Document. The last date for submission of bids is as mentioned in the **Bid Information Sheet**. No bids shall be accepted after the date and time mentioned above. Techno-Commercial bids shall be opened on the same day as mentioned in the **Bid Information Sheet**. Date of opening of financial bids shall be notified on SECI's website after short listing of eligible Bidders based on Techno-Commercial bid evaluation.

3.3 Minimum Eligibility Criteria

3.3.1 *General Eligibility:*

- i) The bidder must have completed at least 3 years of experience/operation in the field of supply, installation and support of Desktop Computers and Printers.
- ii) The bidder should be OEM or authorized Dealers/ Channel partners/ Distributors of reputed brand having authorization for sales and after sales support for Desktop Computers and Printers (enclose OEM certificate/letter specific for this tender).

3.3.2 *Financial Capability:*

- i) Turn over should be minimum 40 lakhs for either FY2014-15 or average of three financial years FY 2012-13, 2013-14 and 2014-15. In case the audited annual accounts for the year 2014-15 are not available with the bidder, turnover shall be considered for the FY2013-14 or average of three financial years FY 2011-12, 2012-13 and 2013-14.

3.3.3 Experience:

- ii) The bidder should have successfully executed at least three contracts of similar nature (supply and installation of minimum 15 desktop computers in each contract) within the past three years as on 01-August-2015.

3.4 Documents to be signed and submitted by Bidders

When the work is bid for by a company/organization, the bid shall be signed by the individual legally authorized to enter into commitments on their behalf. Only one submission of response to Tender Document by each bidder will be permitted.

The documents required under the tender conditions for submission along with the tender are listed below. The bidder/s are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, the bid may be considered non-responsive and are liable to be rejected outright.

3.4.1 Basic documents:

1. Processing Fee and Bid Security/EMD.
2. Letter of authorization in favor of the person to sign this tender and represent his/her company for this contract.
3. Duly signed and stamped Tender Document (amendments if any) by the Authorized signatory.

3.4.2 Documents in Support of Eligibility:

1. Copy of VAT/Sales Tax registration certificate, and PAN.
2. Self-attested copies of supply order and their respective completion certificates issued by clients for similar orders during last 3 years.
3. Certificate by Statutory Auditor / Practising Chartered Accountant of the Bidding Company in support of turnover along with audited copies of annual accounts for all the FYs in support of financial capability.
4. A copy of Authorization letters issued by each different OEM of proposed items in Technical Bid to Authorized Distributors/ Partners/ Dealers to participate in the bid and for support to after sale service specific to tender. Non submission of these certificates will result rejection of submitted bid.

Note:

- a) *Compliance with the minimum eligibility criteria mentioned above should be indicated item-wise in a separate sheet with the page number of the supporting document (in the following format).*

<i>Sl. No.</i>	<i>Eligibility Criteria</i>	<i>Compliance (Yes/No)</i>	<i>Reference of Enclosed Proof (page No.)</i>

- b) *SECI reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria.*

3.5 Validity of the Response to Tender Document

The Bidder shall submit the response to Tender Document which shall remain valid up to one hundred and eighty (180) days from the date of opening of tender ("Bid Validity"). SECI reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement. SECI may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

3.6 Selection of successful Bidder

After bid opening, Techno-commercial bids submitted by those Bidders who have furnished the processing fee and EMD shall be evaluated by SECI on the basis of Minimum Eligibility Criteria stipulated in clause 3.3. The evaluation of bids shall be carried out as described in Section 4.

3.7 Earnest Money Deposit (EMD)

- i) The bidder shall be required to submit a sum as specified in the **Bid Information Sheet** as Earnest Money Deposit, for keeping the offer open till such date as might be specified in the tender. Bids not accompanied with earnest money deposit as provided in the **Bid Information Sheet** shall be summarily rejected.
- ii) It shall be understood that the Tender Document has been issued to the bidder and the bidder is permitted to bid in considerations of the stipulation on his/her part, that after submitting his/her bid, he/she will not withdraw from his offer or modify the terms and conditions thereof in a manner not acceptable to SECI.
- iii) Should the bidder fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- iv) The EMD of the successful bidder will be returned after submission of Performance Bank Guarantee as defined in this Tender Document and obtaining confirmation.
- v) The EMD of the unsuccessful bidders shall be returned to them within one month of issue of LOA to the successful bidder. But no interest will be payable thereon.
- vi) In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the bidder/s will be forfeited.
- vii) In case the bidder withdraws the bid before financial bid opening, then the EMD of the respective bidder shall be forfeited.

3.8 Performance Bank Guarantee (PBG):

As per GCC clause 6.5.

3.9 Structuring of Bid Selection Process:

Two envelop system has been envisaged under this Tender Document i.e. Bidders have to

submit both Techno-commercial bid and financial bid together in response to this Tender Document in separate sealed envelopes. Bids not accompanied without EMD and processing fee will be summarily rejected. In the first stage, Techno-commercial bids shall be evaluated as per Minimum Eligibility Criteria and acceptability of technical specification for Desktop Computers and Printers separately and the list of short listed Bidders shall be intimated. In the second stage, financial bids submitted by the short-listed Bidders shall be opened in presence of their representative who choose to attend based on which lowest will be considered as successful bidder.

3.10 Financial Bid

- i) The prices quoted in the financial bid should be without any conditions.
- ii) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in **Section 7 Format 3**.
- iii) The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- iv) The Financial bid shall be on a fixed price basis and, no price variation on any account shall be considered.
- v) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- vi) The envelop consisting of Financial Offer shall be marked as **“Financial Bid”**
- vii) Prices quoted will be firm for the entire period of Contract.
- viii) It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the financial bid.
- ix) The financial bid should include incidental charges and customization charges if any.
- x) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- xi) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- xii) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in the Form of Bid, his tender may be summarily rejected.

3.11 Non Transferable Bid

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

3.12 Deviations

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

3.13 Deadline for submission of bid

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

3.14 Withdrawal of bid

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

3.15 Sealing and marking of bids

All completed tender documents shall be sealed in an envelope super-scribed with the name of the Bidder, the Tender Document Number and the name of package "Supply & Installation of Desktop Computers and Printers" as indicated in "Bid Information Sheet". In addition to the above, the envelope shall also contain the name and address of the bidder.

3.16 Opening of the bid

Bids will be opened at the address mentioned in "Bid Information Sheet" in presence of bidders or authorized representatives of bidders who wish to attend the opening of tenders. SECI reserves the right to open the bid/s even if only one bid is received.

Bidders or their authorized representatives who are present shall sign register in evidence of their attendance.

3.17 Clarification of the bid

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

the tender and shall be binding on the bidder.

3.18 Examination of the bids

SECI shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the SECI. In case of tenders containing any conditions or deviations or reservations about contents of tender document, SECI may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. SECI's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

3.19 Canvassing

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

3.20 Right to accept any bid or reject all bids

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

3.21 Quantity

The quantities are as shown in the section 5 of tender document.

3.22 Award of Contract

SECI shall issue LoA (Letter of Award) in duplicate to the successful bidder in writing by a Registered Letter/Courier/Speed Post or per bearer. Duly signed and stamped duplicate copy of LoA has to be returned by the selected bidder within a week of receipt of LoA as token of acknowledgement. Issuance of LoA against an offer made shall constitute a legal and binding contract between SECI and the selected bidder.

Successful bidder is required to submit performance bank guarantee as per the format and timeline defined in this Tender Document. Duly signed and stamped Contract Agreement on stamp paper of requisite value has to be signed with SECI within two weeks of issuance of LoA.

3.23 Method of Submission

The response to Tender Document is to be in the following manner:-

i) **Covering Envelope** – Super scribed as “Covering Envelope containing Processing Fee, DD/Pay Order towards EMD” at the top of the Envelope; and “**Name & Address of the Bidder**” on the left hand side bottom;

It should be addressed to SECI and shall contain:

- A. Covering Letter as per Format - 1.
- B. DD/Pay order Rs. 2500/- towards the Bid Processing Fee.
- C. EMD of Rs.25,000/- (DD/Pay Order)

ii) **“Techno-Commercial Envelope”** - Super scribed as **“Techno-commercial Proposal in response to Tender Document _____ (Mention the Tender Document No)”** at the top of the Envelope; and “Name & Address of the Bidder” on the left hand side bottom;

This envelope shall be sealed and shall contain the required documents as mentioned in **Clause 3.4** and **Clause 5.1** along with Technical bid as per the format mentioned in **Section 7 – Format 5**.

iii) **“Financial Envelope”** - Super scribed as **“Financial Bid in response to Tender Document _____ (Mention the Tender Document No)”** at the top of the Envelope; and “Name & Address of the Bidder” on the left hand side bottom;

It shall be sealed and shall contain --

1. Covering letter of Financial Proposal as per the format mentioned in **Section 7 – Format 3**
2. **“Financial Envelope for Desktop Computers”** - Super scribed as **“Financial Bid for Desktop Computers in response to Tender Document _____ (Mention the Tender Document No)”** at the top of the Envelope. It shall be sealed and shall contain Financial Bid for Desktop Computers as per the **Format (A)** mentioned in **Section 7 – Format 3**.
3. **“Financial Envelope for Printers”** - Super scribed as **“Financial Bid for Printers in response to Tender Document _____ (Mention the Tender Document No)”** at the top of the Envelope. It shall be sealed and shall contain Financial Bid for Printers as per the **Format (B)** mentioned in **Section 7 – Format 3**.

The Sealed Covering Envelope, Techno-commercial envelope and the Financial Envelope shall be placed in a bigger envelope which shall have the following Sticker:

Response to Tender Document for “Supply & Installation of Desktop Computers and Printers at Solar Energy Corporation of India (SECI)”	
<i>Tender Document No.</i>	
<i>Last Date of Submission</i>	
<i>Date and Time of Opening of Techno-Commercial Bids</i>	
<i>Bids Submitted by</i>	<i>(Enter Full name and address of the Bidder)</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>	SOLAR ENERGY CORPORATION OF INDIA, 1st Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017, Tel: 011-71989200

Important Note: The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

3.24 Clarifications/Enquires/ Amendments

- i) Clarifications if any, on Tender Document may be sought at the address mentioned in the Bid Information Sheet not later than one week after publication of TENDER DOCUMENT.
- ii) Classification/Amendment/s if any will be uploaded in the website of SECI for information of all concerned i.e. www.seci.gov.in. All are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

3.25 Right of SECI to reject a Bid

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

3.26 Cancellation of Contract

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

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

3.27 Important notes and instructions to Bidders

- i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- ii) If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, SECI reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/PBG provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.
- iii) SECI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- iv) Response submitted by the Bidder shall become the property of the SECI and the SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 3.7.
- v) All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Bidder.
- vi) Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of SECI in this respect shall be final and binding.
- vii) The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the installation and commissioning. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- viii) SECI may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- ix) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- x) Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by SECI.
- xi) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- xii) Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

- xiii) Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- xiv) SECI reserves the right to delete items from the schedule of requirements specified in the tender. SECI also reserves the right to alter the quantity and vary specifications.
- xv) SECI reserves the right to make any changes in the terms and conditions of the tender.
- xvi) SECI shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- xvii) SECI will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.
- xviii) The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.
- xix) Bidders can bid for either Desktop Computers or Printers or both.

Section 4

BID EVALUATION

4. Bid evaluation

The bids, which are determined as substantially responsive, shall be evaluated by the SECI for technical compliance and then price aspects. The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical evaluation criteria as per clause 3.4 of this Tender Document, failing which his tender is liable to be rejected.

4.1. Techno-Commercial Evaluation:

Bidders will be evaluated on the basis of 'Minimum Eligibility Criteria' mentioned at section 3.3 and acceptability of technical specifications of Desktop Computers and Printers separately mentioned under clause 5.1. Those bidders who qualify will only be considered for opening of financial bids.

4.2. Financial Bid Evaluation:

Bidders qualified after Techno-Commercial evaluation shall be notified of financial bid opening date & time. Representative of qualified bidders desirous of attending the financial bid opening may join the same at scheduled date and time specified at SECI office.

The SECI reserves the right to negotiate the offer submitted by the bidder to withdraw certain conditions or to bring down the rates to a reasonable level. The bidder must note that during negotiations of rates of items can only be reduced and not increased by the bidder. In case the bidder introduces any new condition or increases rates of any item, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

The complete financial proposal (Ref: Format 3) consists of the following:

1. **Covering Letter**
2. **Table: Cost of Desktop Computers with 3 yrs on-site warranty**
3. **Table: Cost of Printers with 3 yrs on-site warranty**

Evaluation of the bid will be done separately for Desktop Computers on the basis of **Total Cost towards Supply & Installation of Desktop Computers (TCD)** in **Table: Cost of Desktop Computers with 3 yrs on-site warranty** and for Printers on the basis of **Total Cost towards Supply & Installation of Printers (TCP)** in **Table: Cost of Printers with 3 yrs on-site warranty** described in Section-7, Format 3 inclusive of all taxes & duties.

Contract for supply and installation of Desktop Computers will be awarded to the bidder, whose Total cost (**TCD**) mentioned in Format (A) as per financial proposal in Section-7, Format - 3) has been determined to be lowest evaluated offer after evaluating the technical offers.

Contract for supply and installation of Printers will be awarded to the bidder, whose Total cost (**TCP**) mentioned in Format (B) as per financial proposal in Section-7, Format - 3) has been determined to be lowest evaluated offer after evaluating the technical offers.

The format for financial bid is placed in **Section 7 - Format 3**.

Note: The price bid format as provided in the tender document is to be followed strictly by the bidder. In case, the bidder does not specify anything on account of taxes (service tax and VAT) in the price bid format, applicable taxes will be levied additionally on the basic price as quoted by the bidder and such computed price will be considered for the purpose of evaluation.

Section 5

SPECIAL CONDITIONS OF CONTRACT (SCC)

5. Special Conditions of Contract

The overall scope of work will include supply & installation of Desktop Computers & Printers with 3 years on-site comprehensive warranty and support.

5.1. Specifications:--

5.1.1 **Desktop Computer --**

Category	Description
Processor	4th Generation Intel® Core™ i5 Processor or higher version
Memory	4 GB RAM upgradable up to 16 GB
Hard Disk	500 GB or higher
Monitor/Display	18" to 19" Wide Screen Monitor with "TCO Certified 5" certification. (Same make as PC)
Keyboard	104 keys USB Keyboard (Same make as PC)
Mouse	USB Optical Mouse with 2 Button + Scroll (Same make as PC)
Operating System	Preloaded Windows 8.1 Pro or higher and Certificate of Authenticity
Office Productivity Software	Microsoft Office Home & Business 2013
Certifications for overall PC	EPEAT (Proof to be submitted along with technical bid)
Tool less chassis	Yes
Graphics	Intel HD Graphics
Ports	3 USB Ports, 1 Mic., 1 headphone in side, 1 Display Port
DVD ROM Drive	8X or better DVD RW Drive
Networking facility	Integrated LAN Interface

5.1.2 **Network Laser Printer –**

Category	Description
Function	Print, Copy and Scan
First Page Out (Ready)	Less than or equal to 10 sec
Duty Cycle	More than 25000 pages / month
Print Technology	Laser
Duplex Printing	Automatic

Output Type	Mono Chrome
printer speed	25 ppm or higher
paper size	Legal, A4, LTR, A5, A6, B5, B6, custom, executive
print resolution	1200*1200 dpi
Interfaces/Connectivity	Ethernet, USB 2.0
Memory	128 MB or higher
Supported Environments	Windows 7/8 (32-bit/64-bit), Mac OS
Scan resolution, optical	Up to 1200 x 1200 dpi (mono/color, flatbed)

5.1.3 **Wireless Printer –**

Category	Description
Features	Print, Copy, Scan and Wireless
Mac Compatible	Yes
Duty Cycle	More than 600 pages / month
Duplex Printing	Automatic
Print technology	Inkjet
Output Type	Mono Chrome and Colour
Print speed color (ISO)	5 ppm or higher
Print speed black (ISO)	8 ppm or higher
Connectivity	Wireless (desirable: Apple AirPrint)
Copy/Scan Size	Up to 8.5" X 11" and A4
Supported Environments	Windows 7/8 (32-bit/64-bit), Mac OS
Scan resolution, optical	Up to 1200 x 1200 dpi (mono/color, flatbed)

Note:

- 1. Certifications mentioned under clause 5.1 to be submitted along with technical bid.**
Proposed product as available on the website of the manufacturer must be mentioned along with the relevant link.
- 2. Enclose full technical details of product(s) including specifications with make and model.**

5.2. Warranty Period

This contract will include supply & installation of Desktop Computers & Printers with 3 years on-site comprehensive warranty and support as per OEM from date of installation. It will also

include service for parts and free telephone support 24 x 7. The bidder will produce documentary proof or on OEM website of having 3 years warranty for computer desktops and printers.

5.3. Service response time and mode of service

1. For complaints not requiring spare parts, the system will be made operational within one working day or two calendar days, whichever is earlier, from the day of complaint is registered.
2. For complaints requiring spare parts, the system will be made operational within two working day or five calendar days, whichever is earlier, from the day of complaint is registered.

5.4. Required Quantity

1. Desktop Computers : 18 Nos
2. Network Laser Printer : 4 Nos
3. Wireless Printer : 4 Nos

5.5. Delivery & Installation

The delivery and installation period of the supplies should be within 45 days from the date of confirmed order from SECI. In case bidder fails to supply or installation within the accepted period, liquidated damages at the rate of 1% of contract value of the order, for per week of delay subject to maximum of 10% of the order value will be levied.

5.6. Payment Terms

90% payment of the value of complete hardware supplied shall be paid by the purchaser on delivery of material in good conditions along with Certificate of receipt.

Balance 10% payment will be released within 15 days from date of installation to the satisfaction of the consignee upon furnishing the certificate of installation of complete hardware.

Payment will be released only on submission of Invoice/Bill duly completed in all respect, certified by Officer-in-Charge of SECI and PBG confirmation from the issuing bank.

5.7. Other Conditions

- a) Any deduction by SECI on the amount of bill due to any pending issue related to the bill period will be paid after receipt of written confirmation by the contractor that the pending issue has been satisfactory attended to. If the pending issue is not resolved till the subsequent bill is submitted, the same shall not be entertained and adjustments made from further payments of the contractor for which he will be responsible.
- b) The contractor shall be liable for any breach, non-performance or delay in carrying out any obligation contained in the contract. In case a job is not attended within one week of reporting, it may be carried out through some other source at the risk and cost of the contractor, after issue of one written warning.
- c) The contractor shall be responsible for all type of accidents during course of the execution

and shall be liable for paying compensation to his staff as well as to the SECI for the damages.

- d) If contractor or their employee shall damage or destroy any Computer and accessories, cable, electric lines etc. at SECI premises, the contractor shall make good the damages at their expenses or in default SECI can deduct the expense from any sums that may be due, or at any time thereafter become due to the contractor under the contract or otherwise.
- e) The SECI shall allow the contractor personnel full access to the hardware, and notify any potential safety or health hazards at the site. SECI would provide suitable working space, communication facilities and storage location for the software, documents and spares.
- f) The contract specifically excludes any damages due to theft, fire, riots, earthquake, floods, accidents etc.
- g) On successful completion of the work and handing over of the systems in perfect working condition to SECI, a Certificate of Completion shall be issued by the Engineer/SECI.
- h) Manuals and Recovery CD etc. if supplied by OEM should also be provided along with the product along with freebies.
- i) The deliverable report shall be either on paper or via email as convenient. Either review or time stamped messages shall authenticate validity.

5.8. SECI's Role

- 5.8.1. SECI's representative shall endorse all minutes of meetings produced by the contractor and will check that all deliverable for a particular milestone are completed on schedule.
- 5.8.2. SECI shall attempt to provide the following inputs to the contractor for the proper delivery & installation of Desktop Computer & Printer.
- 5.8.3. Adequate sitting space, storage space and local intercom connection for use of the contractor's personnel.
- 5.8.4. Inform users that they will need to log a call with the contractor for availing of Technical Support Services related to supplied & installed hardware.
- 5.8.5. Names, contact numbers and addresses of the SECI personnel where hardware has to be installed at corporate office.
- 5.8.6. SECI shall provide the contractor necessary software support agreements in place, with the respective software vendors if any.
- 5.8.7. Provide contractor with details of the IT infrastructure.

5.9. Address of Current Location of SECI

Delivery and installation should be done at the office of SECI at:

**SOLAR ENERGY CORPORATION OF INDIA,
1st Floor, A-Wing, D-3, District Centre
Saket, New Delhi-110017**

The delivery report should be signed by the firm representative jointly with authorized SECI Personnel/ representative.

SECTION 6

General Conditions of Contract (GCC)

6. GENERAL CONDITIONS OF CONTRACT (GCC)

6.1. Application

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

6.2. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and SECI, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

6.3. Liquidated Damages (LD):

In case of delay in supplies, SECI reserves the right to recover LD at the rate of 1% per week from the Successful Bidder subject to maximum of 10% of the Contract price quoted by the Successful Bidder.

6.4. Use of Contract Documents and Information

The Successful Bidder shall not, without SECI's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of SECI in connection therewith, to any person other than a person(s) employed by the Successful Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

6.5. Performance Security/ Performance Bank Guarantee (PBG) towards Security

6.5.1. Within 21 days of receipt of the Notification of Award from SECI, the Successful Bidder shall furnish Performance Security either in the form of DD or Bank Guarantee (PBG) initially to SECI for an amount of 10% of the total Contract Price valid up to 38 months from the date of Notification of Award. There after PBG shall be renewed, if required by SECI for further renewed period of Contract.

6.5.2. Performance security shall be forfeited by SECI in the event of Successful Bidder's failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Liquidated Damages which SECI may recover.

6.5.3. The Performance Security shall be denominated in Indian Rupees and shall be as per Section 7 Format -2 or Demand Draft from the list of banks as per the details enclosed in Annexue-1.

6.5.4. In the event of any contract amendment for the period of contract, the Successful Bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security in line with GCC clause 6.5 mentioned above.

6.5.5. The Performance Bank Guarantee will be returned to the selected bidder without any interest on satisfactory performance and completion of the on fulfilment of warranty obligations for the complete terms of the contract.

6.6. Delivery

6.6.1. Delivery of the Works shall be made by the Successful Bidder in accordance with the requirement raised by SECI.

6.7. Payment

6.7.1. The Successful Bidder's request(s) for payment shall be made to SECI in writing, accompanied by an invoice describing, as appropriate, and upon fulfilment of other obligations stipulated in the contract.

6.7.2. Payment will be based on the rates quoted by the Successful Bidder in his price bid.

6.7.3. Payments shall be made promptly by SECI to the Successful Bidder subject to verification & approval by Engineer-in-charge of work.

6.7.4. Payment shall be made in Indian Rupees.

6.7.5. In the event of excess release of funds to Successful Bidder, SECI shall demand and recover from Successful Bidder such excess disbursements and Successful Bidder would be liable to refund the excess disbursements within a period of 10 days of ascertainment of final amount.

6.7.6. Income Tax & any other taxes as applicable shall be deducted at source from all the payments made to the Successful Bidder.

6.8. Prices

Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Bidder.

6.9. Contract Amendments

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

6.10. Assignment

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

6.11. Time of completion

The Work covered by this Contract shall be completed as mentioned in this document. SECI may also issue instructions to the Successful Bidder on time to time which shall also be complied.

6.12. Default in Contracts obligation

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

6.12.2. In addition to Clause 6.13.1 above, SECI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part.

6.12.3. if the Successful Bidder fails to deliver any or all of the Work as required by SECI.

6.12.4. if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract.

6.12.5. If the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

6.13. Discrepancies between instructions:

Should any discrepancy occur between the various instructions furnished to the Successful Bidder, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Successful Bidder's staff and the Officer-in-Charge's staff, the Successful Bidder shall refer the matter immediately in writing to the Officer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

6.14. Force Majeure

6.14.1. Notwithstanding the provisions of tender, the Successful Bidder shall not be liable for forfeiture of its performance security, Liquidated Damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.14.2. For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by SECI and its decision shall be final and binding on the Successful Bidder and all other concerned.

6.14.3. In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, SECI has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.

6.14.4. If a force majeure situation arises, the Successful Bidder shall notify SECI in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify SECI not later than 3 days of cessation of force majeure conditions. After examining the cases, SECI shall decide and grant suitable additional time for the completion of the Work, if required.

6.15. Termination for Insolvency

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

6.16. Termination for Convenience

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

6.17. Award Criteria

SECI will award the Contract on turnkey basis to the Successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid .

6.18. Notification of Award/Letter of Award

Prior to the expiration of the period of Bid validity, SECI will issue Notification of Award of Contract to the Successful Bidder in writing by registered letter or by fax/Email, to be confirmed in writing by registered letter, that its Bid has been accepted.

The Notification of award will constitute the formation of the Contract and the awardee would be required to acknowledge the same and send the Duplicate copy, duly stamped and signed by the Authorized signatory.

6.19. Successful Bidder Integrity

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

6.20. Successful Bidder's Obligations

6.20.1. The Successful Bidder is obliged to work closely with SECI's staff, act within its own authority and abide by directives issued by SECI. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free SECI from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold SECI responsible or obligated.

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

6.21. Settlement of Disputes

6.21.1. If any dispute of any kind whatsoever shall arise between SECI and Successful Bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.

6.21.2. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance to with GCC Sub Clause 6.22.2, shall be finally settled by arbitration.

6.22. In case the Successful Bidder is a Public Sector Enterprise or a Government Department

In case the Successful Bidder 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? The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

6.23. In case the Successful Bidder is not a Public Sector Enterprise or a Government Department.

In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, the MD of SECI or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

- 6.23.1. The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.
- 6.23.2. The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- 6.23.3. Notwithstanding any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.
- 6.23.4. The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 6.23.5. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 6.27(Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.
- 6.23.6. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.

6.23.7. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

6.24. Limitation of Liability

The aggregate liability of the Successful Bidder to SECI, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value.

6.25. Governing Language

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

6.26. Applicable Law

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

6.27. Notices

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

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

6.28. Taxes and Duties

Except as otherwise specifically provided in the Contract, the Successful Bidder shall bear & pay all taxes, duties, levies and charges including service tax if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained by SECI.

6.29. Successors and Assigns:

In case SECI or Successful Bidder undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by a order / decree of court & 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.

6.30. 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.

6.31. Counterparts

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

6.32. Rights & remedies under the contract only for the parties

This contract is not intended & shall not be construed to confer on any person other than SECI & Successful Bidder hereto, any rights and / or remedies herein.

6.33. Statutory Acts

6.33.1. All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Bidder for the successful execution of the said Work.

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

6.34. Bidder to Inform himself

The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender.

6.35. Compliance of Govt. Regulations

The Successful Bidder should execute and deliver such documents as may be needed by SECI in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Successful Bidder and SECI shall not be responsible in any manner whatsoever.

6.36. Successful Bidder Liability

Successful Bidder hereby accepts full responsibility and indemnifies SECI and shall hold SECI harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify SECI and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.

6.37. Indemnity Damages and Insurance

The bidder shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work.

6.38. IPR

NA

Section 7

FORMATS FOR BID SUBMISSION

Section 7

7.0 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Tender Document. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3 and other submission requirements specified in the Tender Document.

- i. Format of Covering Letter (Format 1)
- ii. Format for Performance Bank Guarantee (Format 2)
- iii. Format for Covering letter of Financial Proposal and Financial Bid (Format 3)
- iv. Format for Draft Contract Agreement (Format 4)
- v. Format for Technical Bid (Format 5)

The Bidder may use additional sheets to submit the information for his detailed response.

FORMAT-1

Covering Letter

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

Date: _____

Reference No: _____

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

Tel. #:

Fax #:

E-mail address #

To

GM (Solar/IT)

Solar Energy Corporation of India (SECI)

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

Saket, New Delhi-110017

Sub: Response to Tender Document No-----dated ----- for Tender document for Supply and Installation of Desktop Computers and Printers at SECI

Dear Sir,

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

1. We give our unconditional acceptance to the Tender Document, dated [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Tender Document, the same have been initialed by us and enclosed with the response to Tender Document.
2. We have enclosed EMD of Rs. (Insert Amount), in the form of DD/ Pay Order no..... [*Insert DD/Pay Order number*] dated [*Insert date of DD/Pay Order*].
3. We have submitted our response to Tender Document strictly as per Section – 7 (Formats) of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
5. Familiarity with Relevant Indian Laws & Regulations;

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

6. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
7. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from SECI.
8. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.
9. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
10. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred and eighty days (180) days from the date of opening of tender).

11. Contact Person

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

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

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

Dated the _____ day of _____, 20...

Thanking you,
Yours faithfully,

(Name, Designation and Signature of Authorized Person)

FORMAT- 2**FORMAT FOR PERFORMANCE BANK GUARANTEE**

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Bidder') submitting the response to Bid inter alia for "Supply and Installation of Desktop Computers and Printers at Solar Energy Corporation of India (SECI)" in response to the Bid dated..... issued by Solar Energy Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the Bid of[insert the name of the selected Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award No - ----- to (Insert Name of selected Successful Bidder) as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s -----, if applicable]. As per the terms of the tender, the _____ [insert name, branch code & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Successful Bidder]

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

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only).

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till

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

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

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

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address. Dated this ____ day of ____, 20__ Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed as per Annexure-I.

FORMAT- 3

FINANCIAL PROPOSAL

**Covering Letter
(On Bidder's letter head)**

[Date and Reference]

To,

GM (Solar/IT)
Solar Energy Corporation of India
1st Floor, D-3, A-Wing, District Centre,
Saket, New Delhi-110017
Tel./Fax No.:.....

Sub: Response to Tender Document for Supply and Installation of Desktop Computers and Printers at SECI vide Tender Document No.-----

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our company for Supply and Installation of Desktop Computers and Printers at SECI as a Bidder.

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

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

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

FORMAT- 3 (A)

Subject: - Response to Tender Document No----- Dated-----for Supply and Installation of Desktop Computers at SECI.

Table: Cost of Desktop Computers with 3 yrs on-site warranty

SNo	Hardware particulars	Qty	Unit Rate (₹)	Total Cost (in figure)	Total cost(in word)
1	Supply of Desktop Computers (for specification refer clause 5.1.1)	18			
2	VAT (if any)				
3	Installation of Desktop Computers	18			
4	Service Tax				
	Total Cost towards supply & installation of Desktop Computers (TCD)				

Note:

1. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
2. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
3. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, SECI reserves the right to take decision accordingly.
4. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
5. All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will be not considered.
6. Service Tax and VAT fields should be filled by bidders. No additional taxes (duties) shall be paid to the bidder except service tax and VAT on account of contract between SECI and the successful bidder.

Authorized Signatory
Name
Designation
Name of the Company
Address

FORMAT- 3 (B)

Subject: - Response to Tender Document No----- Dated-----for Supply and Installation of Printers at SECI.

Table: Cost of Printers with 3 yrs on-site warranty

SNo	Hardware particulars	Qty	Unit Rate (₹)	Total Cost (in figure)	Total cost(in word)
1	Network Laser printers (for specification refer clause 5.1.2)	4			
2	Wireless printers (for specification refer clause 5.1.3)	4			
3	VAT (if any) – for above mentioned printers				
4	Installation of above mentioned printers	8			
5	Service Tax				
	Total Cost towards supply & installation of Printers (TCP)				

Note:

1. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
2. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
3. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, SECI reserves the right to take decision accordingly.
4. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
5. All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will be not considered.
6. All the bidders have to bid for both the items mentioned above. Bid for any one item is not permitted and to be liable for rejection.
7. Service Tax and VAT fields should be filled by bidders. No additional taxes (duties) shall be paid to the bidder except service tax and VAT on account of contract between SECI and the successful bidder.

Authorized Signatory
Name
Designation
Name of the Company
Address

FORMAT- 4

Draft Contract Agreement

(To be executed on requisite value of stamp Papers)

This Agreement is made at New Delhi on the _____ day of _____ 2014
Between Solar Energy Corporation of India, 1st Floor, D-3, A-Wing, District Centre, Religare Building,
Saket, New Delhi-110017 hereinafter called "the Purchaser" of the one part and _____
(Name of Successful Bidder) (Address of Successful Bidder)
_____ of _____ hereinafter called "the Supplier"
of the other part.

Whereas the Purchaser is desirous that certain Works should be executed, viz Supply and Installation of Desktop Computers and Printers at Solar Energy Corporation of India (SECI) (as described on these bidding documents) hereinafter called "the Works" and has accepted a bid by the Supplier for the execution and completion of such works (** as well as guarantee of such works) and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read / construed as part of this Agreement, viz:
 - Letter of Award and Acceptance
 - Bid Information Sheet
 - Bid information and Instructions to Bidders
 - Bid Evaluation
 - Special Conditions of Contract (SCC)
 - General Conditions of Contract (GCC)
 - Formats for submission of Bid
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the works by **_____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs_____ being the sum stated in the letter of award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Jurisdiction of Court: The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Supplier
Signature of the authorized official
Name of the official
Stamp/Seal of the Supplier

For and on behalf of the Purchaser
Signature of the authorized official
Name of the official
Stamp/Seal of the Purchaser

SIGNED, SEALED AND DELIVERED

By the said _____
Name _____ on behalf of
the Supplier in the presence of:
Witness _____
Name _____
Address _____

By the said _____
Name _____ on behalf of
the Purchaser in the presence of:
Witness _____
Name _____
Address _____

Note:

****** Blanks to be filled by the Purchaser at the time of finalization of the Form of Agreement.

******* to be deleted if not applicable

FORMAT- 5**TECHNICAL BID****FORMAT & REQUIREMENTS**

1. Tender Ref. No:
2. Name of Tenderer:
3. Complete office address of Tenderer
4. Contact details of authorized person of tenderer who have signed the tender.
 - a. Name.....
 - b. Designation.....
 - c. Phone (Office).....
 - d. Phone (Mobile).....
 - e. E mail.....
5. Due date & Time of submission of bid:
6. EMD payment details (DD number & bank detail)
7. Submission of technical confirmation to the requirement.

a. Table 1 – Desktops(Specify Make and Model)**Make:****Model:**

Category	Description	Specify Yes/No
Processor	4th Generation Intel® Core™ i5 Processor or higher version	
Memory	4 GB RAM upgradable up to 16 GB	
Hard Disk	500 GB or higher	
Monitor/Display	18" to 19" Wide Screen Monitor with "TCO Certified 5" certification. (Same make as PC)	
Keyboard	104 keys USB Keyboard (Same make as PC)	
Mouse	USB Optical Mouse with 2 Button + Scroll (Same make as PC)	
Operating System	Preloaded Windows 8.1 Pro or higher and Certificate of Authenticity	
Office Productivity Software	Microsoft Office Home & Business 2013	
Certifications for overall PC	EPEAT (Proof to be submitted along with technical bid)	

Tool less chassis	Yes	
Graphics	Intel HD Graphics	
Ports	3 USB Ports, 1 Mic., 1 headphone in side, 1 Display Port	
DVD ROM Drive	8X or better DVD RW Drive	
Networking facility	Integrated LAN Interface	

b. Table 2 – Network Printers (Specify Make and Model)

Make:	Model:	
Category	Description	Specify Yes/No
Function	Print, Copy and Scan	
First Page Out (Ready)	Less than or equal to 10 sec	
Duty Cycle	More than 25000 pages / month	
Print Technology	Laser	
Duplex Printing	Automatic	
Output Type	Mono Chrome	
printer speed	25 ppm or higher	
paper size	Legal, A4, LTR, A5, A6, B5, B6, custom, executive	
print resolution	1200*1200 dpi	
Interfaces/Connectivity	Ethernet, USB 2.0	
Memory	128 MB or higher	
Supported Environments	Windows 7/8 (32-bit/64-bit), Mac OS	
Scan resolution, optical	Up to 1200 x 1200 dpi (mono/color, flatbed)	

c. Table 2 – Wireless Printers (Specify Make and Model)**Make:****Model:**

Category	Description	Specify Yes/No
Features	Print, Copy, Scan and Wireless	
Mac Compatible	Yes	
Duty Cycle	More than 600 pages / month	
Duplex Printing	Automatic	
Print technology	Inkjet	
Output Type	Mono Chrome and Colour	
Print speed color (ISO)	5 ppm or higher	
Print speed black (ISO)	8 ppm or higher	
Connectivity	Wireless (Desirable: Apple AirPrint)	
Copy/Scan Size	Up to 8.5" X 11" and A4	
Supported Environments	Windows 7/8 (32-bit/64-bit), Mac OS	
Scan resolution, optical	Up to 1200 x 1200 dpi (mono/color, flatbed)	

Annexure-I**List of Banks**

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

12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	