

Solar Energy Corporation of India Limited
(A Government of India Enterprise)

TENDER DOCUMENT

FOR

DEVELOPMENT AND IMPLEMENTATION
OF
POWER TRADING SOFTWARE



Tender Document No. SECIL/IT/SW/PTS/2016 Dated: 03 March 2016

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

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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 fifteen (15) 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 Limited (SECIL) reserves the right to modify, amend or supplement this Tender Document.
3. While this Tender Document has been prepared in good faith, neither SECIL 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: 03-03-2016

Bid Information Sheet

Document Description	Tender Document for “DEVELOPMENT AND IMPLEMENTATION OF POWER TRADING SOFTWARE”
Tender Document No.& Date	SECIL/IT/SW/PTS/2016 Dt: 03-03-2016
Last date & Time of Submission of Response to Tender Document	17-03-2016 (14:00 Hrs)
Bid Opening (Commercial & Price Bid)	17-03-2016 (15:00 Hrs)
Validity of Tender	90 (Ninety) days from the date of opening of tender
Cost of Tender Document (non-refundable)	Free
Processing Fee (non-refundable)	₹ 5000/- + Service tax @ 14.5% i.e. ₹ 5725/- to be submitted in the form of DD/Pay Order in favor of “Solar Energy Corporation of India”, payable at New Delhi.
Bid Security/EMD	₹ 96000/- (Rupees Ninety Six Thousand Only) to be submitted in the form of DD/Pay Order in favor of “Solar Energy Corporation of India”, payable at New Delhi.
Pre Bid Clarifications Meeting	08-03-2016 (15:00 Hrs)
Name, Designation, Address and other details (For Submission of Response to Tender Document)	General Manager (Solar/IT) Solar Energy Corporation of India Limited 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989200
Name, Designation, Address and other details (For seeking clarifications to Tender Document)	Deepak Mittal Dy. Manager(IT) deepak.mittal@seci.gov.in
Important Note: Shortlisted bidder is 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 Limited (SECIL), is a company under Section-3 of the Companies Act 2013, dedicated to Solar Energy sector. SECIL is established under the administrative control of the Ministry of New and Renewable Energy, Government of India. Mandate of SECIL allows wide ranging activities to be undertaken with an overall view to facilitate implementation of Jawaharlal Nehru National Solar Mission (JNNSM) and achieving the targets set therein. The Corporation has the objective of developing Solar Technologies and ensuring inclusive solar power development throughout India.
- 1.1.2. The overarching objective of the project is to develop and implement a Web Based Application to record and report scheduled solar power along with exact generation data for trading of solar power. Generation of invoice and reconciliation facility are also equipped with this application.

Section 2

DEFINITIONS

2. Definitions

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

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

“Bidder/Shortlisted bidder/ Bidding Company” shall mean the Applicant shortlisted against EOI No SECI/IT/PTS/1/2015 dated 12-09-2015 vide SECIL notification no SECI/IT/PTS/01/2016 dated 03-02-2016 for submission of Commercial and Price bid in reference to this Bidding Document. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require. Further, Bidding Company shall refer to such single Company that has submitted the response in accordance with the provisions of this Tender Document;

“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;

“Tender Document/Bidding Document” shall mean the bidding document issued by SECIL including all Formats & Annexures etc. vide Tender Document no. SECIL/IT/SW/PTS/2016 dated 03-03-2016 and also including all amendments / clarifications thereof;

“SECIL” shall mean Solar Energy Corporation of India Limited (A Govt. of India Enterprise);

“Selected Bidder or Successful Bidder” shall mean the shortlisted Bidder whom Letter of Award is issued by SECIL as per the term and conditions of Bid document;

“Bid Deadline” shall mean the last date and time for submission of Price Bid and Commercial Bid in response to this Bid as specified in Bid information Sheet including all amendments/Clarifications thereto;

“Authorized Signatory” shall indicate the employee of the Bidding company who has been authorized through board resolution and/or Power of attorney (if required by SECIL) to sign and submit the bid as per the bidding document and is fully authorized to take decisions including signing and submission of documents as and when any requirement is raised by SECIL during execution of Contract.

“The Government” means the Government of India.

“SLA” means service level agreement.

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

“Day” means calendar day;

“Week” means calendar week;

“Month” means calendar month;

“Year” shall mean the Calendar year

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 SECIL, www.seci.gov.in .
- b) The bids submitted without Processing Fee shall not be considered for the bidding and such bids shall not be opened by SECIL.
- c) It may be noted that SECIL will not be liable to incur any amount / expenses / charges / fee / 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 shall be Single stage Two envelop system i.e. The Bidders shall submit their Commercial and Price 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. Commercial & Price bids shall be opened on the same day as mentioned in the **Bid Information Sheet**. Bidder price bids shall be opened only when required commercial documents are submitted by the bidding Company.

3.3 Eligible Bidders

Qualified bidders as per EOI no SECI/IT/PTS/1/2015/01 dated 12-09-2015 are eligible to submit their bid. The details of bidders qualified is published on SECIL website (www.seci.gov.in) vide notification no SECI/IT/PTS/01/2016 dated 03-02-2016.

3.4 Documents to be signed and submitted by Bidders

The documents required under the tender conditions for submission along with the tender are listed below. The bidders are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, bidder shall stand disqualified for opening of price bid.

3.4.1 Documents required along with Commercial Bid:

1. Earnest Money Deposit and Processing Fee as per the Bid information Sheet.
2. Power of Attorney or Board resolution as applicable in favor of Authorized signatory.
3. Duly signed and stamped Bid Document by the Authorized signatory.
4. Cover Letter as per Format – 1 in Section – 7
5. Undertaking on company letter head as per Format – 4 in Section – 7 (if MSME registered)

Note:

- a) *SECIL reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria. If the bid is not accompanied by all the above documents mentioned, the same would be rejected and hence will not be considered for Price bid opening. **Undertaking for subsequent submission of any of the above document shall not be entertained.***

3.5 Validity of the Response to Tender Document

The Bidder shall submit the response to Tender Document which shall remain valid up to Ninety (90) days from the last date of submission of response to Bid Document. SECIL reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement. SECIL 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 Price bid opening, Price bids submitted by those Bidders shall be evaluated as per clause 4.2. The lowest evaluated bid shall be considered for Letter of Award for the execution of Contract.

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 the due performance of stipulation 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 SECIL.
- iii) PBG shall be submitted by the bidder separately after issue of letter of Award within 15 days of its issue. Bidder on his choice can request the SECIL for conversion of EMD amount into PBG. However, in any case, PBG should not be less than 10% of the Contract Price as quoted by the Successful Bidder.
- iv) Should the bidder fail to comply with the said stipulation, the EMD amount shall be forfeited at SECIL sole discretion.
- v) The EMD of the successful bidder will be returned after submission of Performance Bank Guarantee to be submitted as defined in this Bid information Sheet.
- vi) The EMD of the unsuccessful bidders shall be returned to them within one month of issue of LOA to the successful bidder. But SECIL will not be responsible for any loss or depreciation that may happen thereto while in its possession nor be liable to pay any interest thereon.
- vii) 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 /PBG of the bidder/s will be forfeited.

3.8 Performance Bank Guarantee (PBG):

As per GCC clause 6.4.

3.9 Structure of Bid evaluation Process:

Two packet system has been envisaged under this Tender Document i.e. Bidders have to submit both Commercial bid and Price bid together in response to this Tender Document in separate sealed envelopes. Both sealed envelopes shall be enclosed in the bigger envelope super scribing "Bid for development and implementation of power trading software". Bids not accompanied with EMD and processing fee will be summarily rejected. In the first stage, Commercial bids shall be evaluated as per Clause 3.4. In the second stage, Price bids submitted by the short-listed Bidders shall be opened based on which Successful bidder shall be selected.

3.10 Price Bid

The prices quoted in the commercial bid should be without any conditions. Any conditional bid shall be summarily rejected.

- i) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Section 7.
- ii) The price bid shall be on a fixed price basis, inclusive of all taxes and duties. No price variation of any nature shall be entertained.
- iii) The envelop consisting of Financial Offer shall be superscribed as "Price Bid"
- iv) Prices quoted will be firm for the entire period of Contract.
- v) It is the responsibility of the Bidder to clearly identify all costs associated with any services as per the Tender Document and submit the total cost in the financial bid.
- vi) The Price bid should also include incidental charges and any customization charges, if any.
- vii) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the rate mentioned in the words shall be taken as final and binding.
- viii) 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 Form of Bid, his tender may be summarily rejected. 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.

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 Bidder, 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 SECIL 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 SECIL will be rejected.

3.14 Withdrawal of bid

No Tender can be withdrawn after submission and during Bid validity period. Submission of a bid 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 of Work to be done and other factors having any bearing on the execution of the Work.

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 and the Tender Document Number 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.

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

Bidder's name, presence or absence of requisite documents, total cost of project quoted or any other details as SECIL may consider appropriate will be announced at the time of bid opening.

3.17 Clarification of the bid

To assist the examination, evaluation and comparison of the Bids, SECIL 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 sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder.

3.18 Examination of the bids

SECIL 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 SECIL. In case of tenders containing any conditions or deviations or reservations about contents of tender document, SECIL 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. SECIL'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 SECIL 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

SECIL 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 SECIL shall deem such bid as invalid.

3.21 Award of Contract

SECIL shall issue LoA (Letter of Award) in duplicate to the successful bidder in writing by a Registered Letter/Courier/Speed Post /or by hand. Duly signed and stamped duplicate copy of LoA has to be returned by the selected bidder within 15 days of issue of LoA as token of his/her acceptance in totality. This shall constitute a legal and binding contract between SECIL and the selected bidder.

Successful bidder is required to submit performance bank guarantee as per the format and timeline defined in this Tender Document.

3.22 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 SECIL and shall contain:

- A. Covering Letter as per Format - A.
- B. DD/Pay order ₹ 5,000/- + Service tax @ 14.5% i.e. ₹ 5,725/- towards the Bid Processing Fee.
- C. EMD of ₹ 96,000/- (DD/Pay Order)
- ii) **“Commercial Envelope”** - Super scribed as **“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 the required documents as mentioned in Clause 3.4.
- iii) **“Financial Envelope”** - Super scribed as **“Price 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 the Financial bid as per the format mentioned in Section 7.

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 “Development and Implementation of Power Trading Software”	
<i>Tender Document Reference No.</i>	
<i>Last Date of Submission</i>	
<i>Date and Time of Opening of Commercial Bids & Price 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 LIMITED, 1 st Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017 Tel: 011-71989200

3.23 Clarifications/Enquires/ Amendments

- (i) Clarifications if any, on Bid Document may be sought at the address mentioned in the Bid Information Sheet not later than one week after publication of TENDER DOCUMENT.
- (ii) Amendment/s if any will be uploaded in the website of SECIL 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.

3.24 Right of SECIL to reject a Bid

SECIL 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.

3.25 Cancellation of Contract

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

- i) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ii) The bidder goes into liquidation voluntarily or otherwise
- iii) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- iv) If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- v) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the SECIL 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 SECIL 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.
- vi) SECIL 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.
- vii) The Performance Bank Guarantee will be returned to the contractor without any interest on performance and completion of the on fulfilment of warranty obligations for the complete terms of the contract.

3.26 Important notes and instructions to Bidders

- a. 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.
- b. 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, SECIL 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.

- c. Response submitted by the Bidder shall become the property of the SECIL and the SECIL 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.
- d. All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Bidder.
- e. 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 SECIL in this respect shall be final and binding.
- f. 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 Contract. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- g. SECIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- h. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- i. 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 SECIL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- j. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- k. SECIL 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.
- l. SECIL will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

3.27 Exemption from Processing Fee

Bidders who wish to seek exemption from processing fee for participation in this Tender on the ground of MSME registration are required to furnish self-attested copy of MSME registration and an undertaking on company letter head as per Format – 4 as enclosed in this tender document. Non furnishing of same shall render bidder's response ineligible for further consideration.

Section 4

BID EVALUATION

4. Bid evaluation

The bids, which are determined as substantially responsive, shall be evaluated by the SECIL for Commercial compliance and then price aspects.

4.1. Commercial Evaluation:

Bidders will be evaluated on the basis of documents mentioned under clause 3.4. Those who qualify will only be considered for opening of Price bids.

4.2. Price Bid Evaluation:

Bidders qualified after Commercial evaluation shall be eligible of Price bid opening. Representative of qualified bidders desirous of attending the Price bid opening may join the same at scheduled date and time at SECIL 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.

Letter of Award (LoA) /Contract will be awarded to the Bidder, whose total contract price mentioned in PRICE BID as per Section-7, Format - 2 has been determined to be lowest evaluated after evaluating the Commercial offers.

Contract may be awarded, even if only one bidder qualifies for price bid opening. However, SECIL reserves the right to take appropriate decisions in such case and shall not be binding on the SECIL to award the contract.

The format for Price bid is placed in Format 2 under Section 7.

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

5.1.Scope of Work

The main objective of this project is to develop and implement a web based application to record and report the schedule solar power along with exact generation data from various remote locations for trading of solar power. Generation of invoice and reconciliation are also equipped with this application.

SECI requires data feed into the system from various remote project locations and centralized monitoring along with Power Trading. The application should be compatible with existing software/hardware at SECI. Existing Infrastructure at SECI comprises of Windows based Server with SQL database server and Windows and Mac desktops.

SECIL requires data feed into the system from various remote project locations and centralized monitoring along with Power Trading. The system should facilitate collaboration so that relevant stakeholders of the project should be able to access and submit data to SECIL as and when required.. Bidder should familiarize himself with the Power market, Roles and responsibilities of SLDC/RLDC/CERC/ERC/State Govt./DSCOMs as per Electricity Act-2003 and Scheduling Dispatching covered Indian Electricity Grid Code as per CERC regulations and any other rules and regulations required for power trading under Long term Contracts. Non familiarization of above shall not be reason for delay and default in development of software required by SECIL. Further, to achieve the requirements specified, the system/software application is required to have the following features at minimum:

Functional Requirement:--

1. There are two types of data one is estimated data for next day with or without transmission losses which is different for different SLDC/RLDC and other is
 - a. Plant (exact) generated data in 15mins time block. Power developer may enter both data to application daily or any day interval subject to maximum of 1 month in a 96 time block.
2. Single Power Developer (SPD) is allowed to revise data 1.5 hours prior to a particular time block. However, for transaction from SECIL to SLDC/RLDC, no developer is allowed to enter data at least 2 hour prior to particular time block or as decided by SECIL.RLDC only consider the revision after 6 time blocks from the time of receipt of email sent by SECIL.
3. All data punched by the developer shall be downloadable in .xl and PDF format as decided by SECIL, which is also compatible to accommodate format changes, if required in future without any additional cost and efforts to SECIL.
4. Software should be able to receive scheduling data from SPDs and send to respective SLDC for scheduling without any human interaction within the framework of their rules, which changes from time to time. Software should be compatible to accommodate those changes without much efforts and cost to SECIL.
5. In case, scheduling data provided by SPD is for the span of longer duration then software should be able to send the data for every date on day ahead to the respective SLDC on their registered email id before 10 a.m in the .xls & .pdf format without fail within the framework of their rules.

6. Software should be able to add all scheduling data developer basis and send consolidated scheduling report to SLDC without any human interaction in the .xls & .pdf format on their registered email ids.
7. Provision must be there to accept scheduling revision and send to respective SLDC without any human interaction in the .xls & .pdf format on their registered email ids.
8. The application should provide different levels of access to identified stakeholders on role based access rights. Detailed project-specific information should be available only to authorized users.
9. Application should contain below mentioned modules:
 - a. Role Base Access & Administration: This module will help SECIL in creating Users, different types of roles and assign the permission based on their roles. Users of the application will be Project Admin, Project Manager and Power Developer on the other end.
 - b. Project Management:
 - i. Project Manager will be able to add/delete/edit & provide access to power developers. Developers will be provided with login details through email id.
 - ii. Project Manager will be able to update state wise transmission losses for each State.
 - iii. Project Manager will have option to add information like PPA/PSA Details, project name, financial details etc. related to projects.
 - iv. Project Manager will be able to update master data for various projects.
 - c. Power Developer Module:
 - i. This module will help assigned power developers to manage their project details online via their provided credentials.
 - ii. Provide option to enter both exact and estimated data
10. Centralized monitoring
 - a. The system should be keeping track of schedule and exact data from generation and utilities.
 - b. The system should have provision of Capturing of information and displaying on dashboard for monitoring
11. Scheduling Automation

There should be provision of automatic forwarding of estimated data as schedule to respective SLDC as per their respective specified format through SECI with minimum human intervention. Also, the software should be capable of scheduling as per IEGC Guidelines for Procedures, Revisions, and Priority in case of need for Curtailment etc.
12. Invoice Management & Reconciliation:
 - a. Application will be able to post/park invoices produced by various stakeholders (Power Developers).
 - b. Developer has to enter JMR/REA/SEA value along with applicable tariff as per developed format.
 - c. There is a provision of reduction in tariff for purchasing of electricity as per PPA.
 - d. Submit tab is required to submit online invoices. This data can be accessed by SECIL developer wise with proper date and online submission time. However, the due date of

payment shall only be considered 60 days from the date of submission of original JMR or Copy of REA for payment.

- e. Some checks is required to submit the online data i.e JMR signed date/ SEA or REA publishing date
- f. No developer is allowed to enter data in holiday or any non-working days of SECIL
- g. There is a provision of Max Purchase of Energy and Minimum purchase of energy. No developer is allowed to raise invoice in case max limit exceed without prior permission to SECIL.
- h. Alert message should reach to developer if they reach 85% of Max limit.
- i. SECIL will allowed developer to raise invoice beyond max limit if SECIL find prospective buyer as per PPA/PSA
- j. Software will be able to generate consolidated invoices to respective buying utilities from posted invoices/data of developer/JMR/SEA value with consideration of state wise transmission losses.
- k. Software will be able to generate invoices to the buying utilities in the doc format which can be easily printed in the A4 sheet(s) .Reminder in the pdf letter format /email should reach to their registered email ids on every 15 days for release of payment.
- l. Facility of monthly/quarterly reconciliation against stakeholder (SPD and Buying utility) or state basis.
- m. Purchase reconciliation statement should contain SPDs invoice date/online submission date, hard copy receiving date in SECIL, Energy reading(JMR/REA/SEA), Rs/kWh, total value, one adjustment column for reduction of energy/ amount, remarks column.
- n. Sells reconciliation statement should contain invoice date Energy reading(JMR/REA/SEA), Rs/kWh, total value, one adjustment column for reduction of energy/ amount, remarks column
- o. Power mapping from developer to buying utilities
- p. During entering of data if there is any difference in energy data between purchase and sells invoice developer wise to buying utilities directly/ or state(Rajasthan pooled billing concept) as a whole, one alert message should come to modifier.
- q. Applicability of Surcharge after due date of payment for the buying utilities and.
- r. Generate surcharge invoice in the .doc format which can be printed in the legible form in the A4 sheet in landscape or portrait.
- s. Developer is not allowed to enter surcharge bills through online. However, software is able calculate automatically the applicability of surcharge for the delayed payment.
- t. After processing of bills one payment advice automatically go to SPDs on their registered e-mails in the format decided by SECIL.
- u. In case developer generation is close to declared CUF (i.e 85% of declared value) then one alert message should come to modifier.
- v. All data punched in the software by SPD shall be able to download in .doc,.xls , pdf format and any other format as required by SECIL.

13. Deviation settlement Mechanism:

System should be able to calculate the deviation charges in case of under injection and over injection Solar Power Developer wise as per the DSM mechanism defined by CERC or States as applicable. The regulations vary from state to state so deviation calculation should be state specific.

14. E-mail/SMS Facility:

- a. Application will be able to send Email/SMS.
- b. Facility to create Templates for Email-Header, Body and Footer for various purposes with company logo.

15. Report Generation -This module will help to view different reports such as Energy Generation Reports or Trade Reports based on suggested filters by client. Reports will be pertain to:

- a. Stakeholder(SPDs or Buying utilities) wise Report
- b. State/Location wise Report
- c. Project wise Report
- d. DCR/ NON-DCR plant wise energy report
- e. Month wise report
- f. Consolidated report comprising all of above.
- g. Pending payment report of SPD's State wise in the order of their due dates.
- h. All report should be legibly printable in A4 sheet(s) in the landscape or portrait.
- i. Data should be provided by the software in a format which is acceptable as input for Import in Tally (including stock, billing to buying utilities, Bill received from SPD's, payment received from buying utilities, payment made to SPD's, any other adjustments etc.).
- j. All reports should be generated in excel/pdf/word or any other format as per the requirement of SECIL.

16. Payment

- i. All invoices for payment of SPD shall be made online. On receipt of invoices and after checks and verification, all invoices along with their scan version of REA/JMR shall go to the desk of finance 5 days before their due date with the help of application software. In case any payment is received and is properly mapped by the project manager then same remarks should come on the payment request reflected on the screen of approving authority and payment authority. Payment note online initiated by the initiator shall reach to approving authority through 1-2 levels in between and then finally to finance desk for release of payment
- ii. All manual interventions for release of payment should be avoided.
- iii. Any data porting required by finance from the software to tally or any other payment software should be possible.

17. Application automatically apply transmission losses to the data which is updated by project manager on monthly/yearly basis for each state.

18. The application should enable remote data entry and reporting.

19. The application should enable stakeholders to upload data from Excel files to the database, and to import/export data into other formats, including but not limited to Excel and CSV format.

20. Application should have search functionality to query for content by keywords.

21. It should be capable of generating general and customized reports in multiple formats.

22. It should have Issue tracking facility to track and monitor the issues reported by various stakeholders.

23. It should have a Dash board for SECIL with the logo of SECIL on each pages.

24. It should generate alerts and reminders for timely data entry and payment etc. It should be able to integrate with SMS/Email server to send the alerts/reminders by SMS/email.

25. Mobile App (Android and iOS platform only):-- there should be a mobile app to access all reports of application.

26. Application automatically apply transmission losses to the data which is updated by project manager on monthly basis for each state.
27. Scheduler for auto archival and backup of application

The system should have provision for a scheduler for auto archival and backup database to a different machine which is capable of coming online by simply firing a script button in event of down time of primary server.

General requirements:--

1. Development of aesthetic user interface to ensure professional look and feel for the Application as per the relevant guidelines.
2. It should be capable of parallel operation over multiple systems simultaneously.
3. Content Structure: The website should have level content structure (for both Hindi and English). Visitors would be able to view the content with ease without any requirement of font download.
4. Security of website. Work should be done based on cyber security guidelines of Government of India with Security Audit from cert-in empaneled vendor.
5. Passwords should be stored in encrypted format. After 5 consecutive wrong attempts the password should be locked and new password would be sent by administrator through registered email.
6. Website should be accessible on all platforms and be compatible with popular browsers such as IE, Chrome, Firefox, Safari etc.
7. Online Administration: Secure and password protected application administration is handled online via a current web browser.
8. Audit Trail: Administrators have access to logs in the backend where they can view changes that have been made to the database.
9. It should be user-friendly and easy-to-operate.
10. The application should be built over RDBMS (Relational data base management system) and hosted at minimum tier-3 cloud data centre in India with 99.9% uptime and scalable storage along with minimum 1 Mbps dedicated bandwidth.
11. Onsite Training: Onsite training of 1 week to team officials and various stakeholders to train them on the overall workflow of the developed solution and administration module.
12. Provision for integration with SECIL ERP System if any in future.
13. Five year technical maintenance & up gradation support: Five-year technical support post Go-Live with a competent resident engineer to address and fix any technical problem within the developed system along with handholding and compliance with regulations in effect.
14. The scope of technical maintenance and up gradation support includes rectification of errors within the already developed solution, cloud server administration, server migration, patching, system upgrades, technical and functional support to SECIL users etc.
15. It should be scale-able and secure application running on top of adequately sized IT infrastructure.
16. Secure Access: Application should be accessible with credentials along with captcha to prevent automated access.
17. Testing, Security Audit and Training should be done on staging server and acceptance and Go-Live should be done on production server hosted in a datacentre as per *clause 10*.

18. Take regular backups to avoid data loss. These backups are to be tested on quarterly basis for restoration and the bidder will be required to handover the historical data on DVDs to SECIL with backup of complete application on contract completion.

5.2. Deliverables

1. Software Requirement Specification Document
2. Prototype of the solution
3. Source code in CD/DVD
4. Testing report with security audit report
5. Onsite Training
6. User Manual

5.3. Project Duration

Total duration of the project is fourteen weeks and five years technical maintenance and up gradation support post Go-Live. Project milestones are as under.

1. Milestone 1 – SRS and prototype demonstration – 3 weeks.
2. Milestone 2 – Software development – 6 weeks.
3. Milestone 3 – Hosting, Testing and Security auditing – 3 weeks.
4. Milestone 4 -- Training, Acceptance and Go-live – 2 weeks.

5.4. Payment Structure

Milestone	Payment (% of Total Cost)
Milestone 1	15
Milestone 2	30
Milestone 3	25
Milestone 4	30

Payment during technical maintenance and up gradation support for 5 years and payment for Hosting Services support will be paid quarterly.

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

5.5. Liquidated Damages

1. If the vendor fails to complete in full, all delivery and implementation according to the project schedule, SECIL reserves the right to recover LD @ 1.0% of the values given for the contract value for each complete week or part thereof, for delay up to a maximum of 10% of value of Letter of Award. Thereafter, SECIL will have the right to terminate the contract in case of delay beyond 10 weeks and would have the option to execute the project from market at vendor's risk and cost.

2. Failure to maintain SLA with uptime ranging 99% to 99.5% may lead in deduction of LD @10% of quarterly payment, uptime ranging 95% to 98.99% may lead to deduction of quarterly payment @30% and uptime below 95% may lead to deduction of quarterly payment @100%.
3. SECIL would deduct from the amount due for payment to the vendor, the amount charged as LD. If the amount of such LD exceeds the payments due to the vendor, the vendor shall within 15 days make the full payment to SECIL failing which the PBG of the vendor will be encashed.
4. During five year technical maintenance & up gradation support, one resident technical and functional support personnel will be available at SECIL premises during Monday to Friday in business hours (9:30 AM – 6:00 PM). Non availability of resource may lead to deduction of amount @1000/- per day.

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 SECIL, 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. Use of Contract Documents and Information

- 6.3.1. The Successful Bidder shall not, without SECIL's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of SECIL 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. Non-compliance of same shall lead to forfeiture of entire PBG amount and or blacklisting of the company and its successors or permitted assigns.

6.4. Performance Security/ Performance Bank Guarantee (PBG) towards Security:

- 6.4.1. Within 15 days of receipt of the Letter of Award from SECIL, the Successful Bidder shall furnish Performance Security initially to SECIL for an amount of 10% of the total Contract Price valid up to expiry of its AMC contract.
- 6.4.2. Performance security shall be forfeited by SECIL 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 SECIL may recover.
- 6.4.3. The Performance Security shall be denominated in Indian Rupees and shall be as per Section 7 Format -3 from the list of banks as per the details enclosed in Annexue-1.

- 6.4.4. Performance security shall be released by SECIL as per laid down plan:

Sl No.	Project Duration	Percentage of BG released after mentioned duration	Percentage of BG at SECIL after release
1	Completion of activities covered under milestones 1 to 4 and 1 st year of technical support	2%	8%

2	Completion of 2 nd year technical support	2%	6%
3	Completion of 3 rd year technical support	2%	4%
4	Completion of 4 th year technical support	2%	2%
5	Completion of 5 th year technical support	2%	NIL

6.5. Delivery

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

6.6. Payment

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

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

6.6.3. Payment shall be made in Indian Rupees.

6.6.4. In the event of excess release of funds to Successful Bidder, SECIL 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.

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

6.7. Prices

Price mentioned in the Letter 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.

6.8. Assignment

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

6.9. Force Majeure

6.9.1. 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, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 6.9.2. 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 SECIL and its decision shall be final and binding on the Successful Bidder and all other concerned.
- 6.9.3. 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, SECIL has the right to terminate the contract in which case, the PBG shall be refunded to him.
- 6.9.4. If a force majeure situation arises, the Successful Bidder shall notify SECIL in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify SECIL not later than 3 days of cessation of force majeure conditions. After examining the cases, SECIL shall decide and grant suitable additional time for the completion of the Work, if required.

6.10. Termination for Convenience

SECIL, 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 SECIL'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.

6.11. 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.

6.12. Successful Bidder's Obligations:

- 6.12.1. The Successful Bidder is obliged to work closely with SECIL's staff, act within its own authority and abide by directives issued by SECIL. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free SECIL 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 SECIL responsible or obligated.
- 6.12.2. The Successful Bidder will treat as confidential all data and information about SECIL, 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 SECIL.

6.13. Indemnification & Transfer of legal ownership

Successful bidder shall indemnify SECIL for any software Patent/IPR related issue and it is the responsibility of Successful bidder to transfer the legal ownership or patent rights/IPR to SECIL on completion of assigned Work before AMC starts.

6.14. Settlement of Disputes

- 6.14.1. If any dispute of any kind whatsoever shall arise between SECIL 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.
- 6.14.2. 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 6.14.2, shall be finally settled by arbitration.
- 6.14.3. The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.
- 6.14.4. The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- 6.14.5. 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.
- 6.14.6. The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 6.14.7. 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 6.17(Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.
- 6.14.8. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
- 6.14.9. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

6.15. Limitation of Liability

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

6.16. 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.

6.17. Applicable Law

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

6.18. Notices

6.18.1. 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.

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

6.19. 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 SECIL.

6.20. 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.

6.21. 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.

6.22. 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 SECIL & Successful Bidder hereto, any rights and / or remedies herein.

6.23. 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 this tender.

6.24. Successful Bidder Liability

Successful Bidder hereby accepts full responsibility and indemnifies SECIL and shall hold SECIL 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 SECIL and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Letter of Award.

6.25. 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. An indemnity bond to this effect will be submitted by the bidder before start of work.

6.26. Intellectual Property Rights

The entire software developed under this contract shall be property item of SECIL and it will not under any circumstance be commercially distributed or exploited by the Successful Bidder in direct or modified form.

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 Price Bid (Format 2)
- iii. Format for Performance Bank Guarantee (Format 3)
- iv. Format for MSME Undertaking (Format 4)

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

General Manager (Solar/IT)
Solar Energy Corporation of India Limited (SECIL)
1st Floor, D-3, A-Wing, District Centre,
Saket, New Delhi-110017

Sub: Response to Tender Document No-----dated ----- for Development and Implementation of Power Trading Software.

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 the Development and Implementation of Power Trading Software.

1. We give our unconditional acceptance to the Tender Document, dated [*Insert date in dd/mm/yyyy*], issued by SECIL. 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 enclosed Processing Fee of Rs. (Insert Amount), in the form of DD/ Pay Order no.....[*Insert DD/Pay Order number*] dated [*Insert date of DD/Pay Order*].
4. 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.
5. We hereby unconditionally and irrevocably agree and accept that the decision made by SECIL 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.

6. We hereby confirm that power of attorney / board resolution (strike out whichever is not applicable) dated is also enclosed with our Bid.
7. 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.
8. 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.
9. 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 SECIL.
10. 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.
11. We confirm that all the terms and conditions of our Bid are valid upto _____ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of ninety (90) days from the last date of submission of response to Tender Document).

12. Contact Person

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

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

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

Dated the _____ day of _____, 20...

Thanking you,
Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board

FORMAT- 2

PRICE BID

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

[Date and Reference]

To,

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

Sub: Response to Tender Document for Development and Implementation of Power Trading Software vide Tender Document No.-----

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our company for Development and Implementation of Power Trading Software as a Bidder.

I/ We agree that this offer shall remain valid for a period of 90 (Ninety) days from the due date of submission of the response to Tender Document 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.

PRICE BID FORMAT

**Subject: - Response to Tender Document No----- Dated-----for
Development & Implementation of Power Trading Software.**

S. No.	Description	Amount in INR (in figure)	Amount in INR (in words)
1	Activities covered under Project Milestone – 1 to Milestone – 4		
	Service Tax if any		
	VAT if any		
2	Hosting charges for project duration		
	Service Tax if any		
	VAT if any		
Sub Total (A)			
S. No.	Description	Amount in INR (in figure)	Amount in INR (in words)
1	Total charges for 5 year technical maintenance and up gradation support post Go-Live (Milestone-4)		
	Service Tax if any		
	VAT if any		
2	Hosting charges during support		
	Service Tax if any		
	VAT if any		
Sub Total (B)			
Total Contract Price= (Sub Total (A) + Sub Total (B))			

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. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
4. All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will be not considered.
5. 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.

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 SECIL and the successful bidder.
7. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, SECIL reserves the right to take decision accordingly.
8. Statutory variation in taxes & duties shall be paid/reimbursed by SECIL based on submission of documentary evidences.

Authorized Signatory

Name

Designation

Date

Name of the Company

FORMAT- 3**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 "Development and Implementation of Power Trading Software at Solar Energy Corporation of India Limited (SECIL)" in response to the Bid dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECIL) and SECIL 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 SECIL at [Insert Name of the Place from the address of SECIL] forthwith on demand in writing from SECIL 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..... SECIL shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that SECIL 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 SECIL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECIL.

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 SECIL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECIL 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 SECIL 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 SECIL 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 SECIL 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-4

Undertaking from the bidding Company on their Letter Head

Name:
Full Address:
Telephone No.:
E-mail address:
Fax/No.:
To,
Solar Energy Corporation of India Limited (SECIL)
D-3, Wing-A, First Floor, Religare Building
Saket, New Delhi-110017

Dear Sir,

We refer to the Tender No.....dated.....for “Development & Implementation of Power Trading Software”.

We have carefully read and examined in detail the tender document, including its amendments and clarifications as available on SECIL website (www.seci.gov.in).

We confirm that M/s..... (Insert name of Bidding Company) has fulfilled all the requirements of MSME Act and as per the acknowledgement/certificate of MSME provided by (Insert name of Authority who has provided the MSME Certificate), we are eligible for development & implementation of Power Trading Software for which the response has been submitted by us in pursuance to the SECIL’s Tender No.....dated.....

Further, we are complying and will continue to comply all terms and conditions of acknowledgement/certificate of MSME until any further orders from the MSME authority. Any change in the acknowledgement/certificate of MSME, submitted to SECIL, shall be immediately apprised to SECIL for their any further decision in this regard.

Further, we are also eligible for the benefits provided under MSME Act, 2006 and any further order issued by Govt. of India in this regard prior to last date of bid submission for the aforementioned Tender Document.

In case any information provided/documents submitted or anything material or otherwise is found incorrect w.r.t above undertaking, SECIL shall have the right to reject the submitted response. In addition to above, we (including our affiliate/parent/assigns) may also be debarred by SECIL to participate in any future tender.

‘

**Signature of Managing Director/Authorized signatory
(With company Stamp)**

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	