



Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi



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

D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre,
Saket, New Delhi - 110 017

Tel: 011 - 71989200, Fax: 011 - 71989243

E mail : contracts@seci.co.in

Notice Inviting Tender

For

Supply and Installation of IT Networking and AV Equipments at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi

NIT No. [SECI/C&P/NIT/IT NETWORK & AV/042020](#)

Dated : 27/04/2020

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	NIT No. <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	Page 1 of 97	Signature of Bidder
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DISCLAIMER

1. Though adequate care has been taken while preparing the NIT document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Employer/ Owner immediately. If no intimation is received from any bidder within **07 (Seven) days from the date of issuance of NIT documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. While this NIT 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 document, even if any loss or damage is caused by any act or omission on their part.
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Place: New Delhi

Date: 27/04/2020

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	<u>NIT No.</u> <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	<u>Page 3 of 97</u>	<u>Signature of Bidder</u>
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SECTION - I

DEFINITIONS OF TERMS

- 1.1 **“BIDDER”** shall mean 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;
- 1.2 **“BIDDING CONSORTIUM” or “CONSORTIUM”** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this NIT under a Consortium Agreement;
- 1.3 **“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.
- 1.4 **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
- 1.5 **“CONSULTANT”** shall mean the individual or firm or company, undertaken the consultancy services for Interior cum Fitout Work of Corporate Office Complex of SECI at NBCC Building, Kidwai Nagar (East), New Delhi and shall include legal representatives of such individual or persons comprising such firm or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company;
- 1.6 **“CONTRACTOR”** shall mean the individual or firm or company, undertaking the construction activities under a separate NIT and shall include legal representatives of such individual or persons comprising such firm or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company;
- 1.7 **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;
- 1.8 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
- 1.9 **“DAY”** shall mean calendar day;
- 1.10 **“DATE OF CONTRACT” or “EFFECTIVE DATE”** shall mean the date of issuance of Notification of Award (NOA)/ Letter of Award (LOA)/ Letter of Intent (LOI) by Employer/ Owner;
- 1.11 **“EMPLOYER” or “OWNER”** Shall mean the Solar Energy Corporation of India Ltd. (SECI), a Company incorporated in India under the Company's Act 2013 having its Registered Office at D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi- 110 017 and shall include its legal representatives, successors and permitted assigns;
- 1.12 **“ENGINEER IN CHARGE (EIC)” or “PROJECT MANAGER”** Shall mean the Engineer/ Officer appointed by SECI or their duly authorized representatives to act in all matters to the Contract on behalf of the OWNER.
- 1.13 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013;
- 1.14 **“LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

- 1.15 **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
- 1.16 **“MEMBER IN A BIDDING CONSORTIUM” or “MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
- 1.17 **“MONTH”** shall mean calendar month;
- 1.18 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the company Act, 2013;
- 1.19 **“NIT DOCUMENT”** shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide NIT no. SECI/C&P/NIT/IT NETWORK & AV/042020 dated 27.04.2020;
- 1.20 **“NOTIFICATION OF AWARD (NOA)” or “LETTER OF AWARD (LOA)” or “LETTER OF INTENT (LOI)”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the work;
- 1.21 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.22 **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- 1.23 **“PRICE”** shall mean the price quoted by each bidder in the proposal for the complete scope of services;
- 1.24 **“SECI”** shall mean Solar Energy Corporation of India Limited;
- 1.25 **“SCHEDULED CCOMPLETION DATE” or “SCD”** shall be the date as on 06 (Six) Weeks from the Effective Date.
- 1.26 **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this NIT to execute the consultancy services as per the terms of NIT;
- 1.27 **“SUPPLIER”** shall mean the individual or firm or company, undertaking the supply and installation activities of IT Networking and AV Equipments under this NIT and shall include legal representatives of such individual or persons comprising such firm or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company;
- 1.28 **“THE SITE”** shall mean the land(s), places identified by the OWNER, in the accompanying Technical Specification;
- 1.29 **“TOE”** shall mean Tender Opening Event.
- 1.30 **“ULTIMATE PARENT”** shall mean a Company, which owns not less than 52% (Fifty One Percent) equity either directly or indirectly in the Parent and Affiliates;
- 1.31 **“WEEK”** shall mean calendar week;



SECTION - II

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

SUPPLY AND INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SOLAR ENERGY CORPORATION OF INDIA LIMITED (SECI) AT NBCC BUILDING, KIDWAI NAGAR (EAST), NEW DELHI UNDER DOMESTIC COMPETITIVE BIDDING

(SINGLE STAGE TWO ENVELOPE BIDDING FOLLOWED BY e-RA)

Under e-Tendering

- 1.0 Solar Energy Corporation of India Limited (A Govt. of India Enterprise) incorporated under Companies Act, 2013 (hereinafter referred to as "SECI"/ "OWNER"/ "PURCHASER"/ EMPLOYER") under the administrative control of the Ministry of New & Renewable Energy (MNRE), Government of India. One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 2.0 SECI is having its registered office at D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi-110017. SECI has purchased office space at Block-II and Block-IV, Floor Plate-B in NBCC Building, Kidwai Nagar (East), New Delhi-110023. The project is on completion stage and expected to get possession soon.
- 3.0 The procurement activities in respect of the aforesaid Project shall be carried out by SECI himself and it intends to use domestic funding for eligible payments under the Contract for the Package as mentioned above.
- 4.0 SECI, therefore, invites bids from eligible bidders for the following Package on Domestic Competitive Bidding basis under secured e-Tendering procedure for Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of SECI.

Sr. No.	Description
01	System Design & Engineering, Supply, Installation, Commissioning, Configuration & Integration of total solution for IT Networking & AV Equipments including On Site Warranty at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi

- 5.0 This Invitation for Bids extended through media, website or written communication or by any other means, and issuance of NIT documents below shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended and/ or NIT documents have been issued is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of NIT documents.

OVERVIEW OF THE NIT

- 6.0 Successful Bidder selected by SECI based on this NIT, shall be responsible for System Design and Engineering, Supply, Installation, Commissioning, Configuration & Integration of total solution for IT Networking and AV Equipments including On Site

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	NIT No. SECI/C&P/NIT/IT NETWORK & AV/042020	Page 8 of 97	Signature of Bidder
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Warranty at the newly constructed corporate office complex of SECI with full satisfaction of SECI and Engineer In Charge of SECI. The above Scope of Work (SOW) is indicative and the detailed Scope of Work (SOW) and Bill of Materials (BOM) are placed as Section-VI. The scope of work, specification and detailed requirements are also detailed in the BOM which have to be considered by the bidders while quoting the rates.

- 7.0 The successful bidder shall offer complete solution on turn-key basis involving all aspects of required components along with comprehensive responsibilities of installation, configuration, integration, commissioning & warranty support for the supplied equipment.
- 8.0 The bidding documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.
- 9.0 SECI had engaged separate contractors towards execution of interior and fit-out works and supply including installation of modular furnitures for the newly constructed corporate office complex of SECI at Block-II and Block-IV, Floor Plate-B of NBCC Building, Kidwai Nagar (East), New Delhi-110023.
- 10.0 Bidders shall submit their bid by strict adherence to this NIT document. Any deviation other than specifically allowed in this NIT document shall be liable for rejection of the bid at the sole discretion of Employer.

GENERAL

- 11.0 The complete NIT documents are available at e-tendering portal <https://www.bharat-electronictender.com> as well as on CPPP portal <https://eprocure.gov.in/cppp/> and SECI's website <http://www.seci.co.in>. Interested bidders shall mandatorily download the official copy of NIT documents from the portal <https://www.bharat-electronictender.com> as per the provisions available therein.
- 12.0 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com (India) Pvt. Limited (ETI), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s ETI, New Delhi to complete the registration formalities. The address of M/s ETI is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ETI are mentioned in the subsequent RfS documents.

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

For proper uploading of the bids on the portal namely <https://www.bharat-electronictender.com> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI), New Delhi directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Employer in no case shall be responsible for any issues related to timely or properly

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	<u>NIT No.</u> <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	<u>Page 9 of 97</u>	<u>Signature of Bidder</u>
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uploading/ submission of the bid in accordance with the relevant provisions of Section III - ITB of the Bidding Documents.

- 13.0 While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by Employer for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.**

In the event of not opening of the bid with the pass-phrase provided by the bidder, Employer on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, Employer shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

- 14.0 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the NIT documents. Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of ITB and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the Employer and the Bidder/ Consultant shall be governed by the NIT Documents/ Contract signed between the Employer and the Consultant for the package.

- 15.0 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on e-tendering portal of ETI <https://www.bharat-electronictender.com>, CPPP portal <https://eprocure.gov.in/cppp/> and SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet. **However, incase of any discrepancy, the information available on ETI website shall prevail.**

- 16.0 Bidder shall submit bid proposal along with non-refundable Bid Processing Fees, Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Bid Processing Fees and Earnest Money Deposit (EMD) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**

- 17.0 NIT documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from e-tendering portal of ETI <https://www.bharat-electronictender.com> or from CPPP portal <https://eprocure.gov.in/cppp/> or from SECI website <http://www.seci.co.in>. **It is mandatory to download official copy of NIT document from e-tendering portal of ETI to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this NIT shall be uploaded on ETI website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETI website. The same may also be uploaded on CPPP portal <https://eprocure.gov.in/cppp/> and SECI website <http://www.seci.co.in> also. **However, incase of any discrepancy, the information available on ETI website shall prevail.**

- 18.0 Incase the NIT provides provision for multiple bids by a common bidder, then separate EMD(s) and Bid Processing Fees shall be furnished for all the bids as listed out in the NIT along with the response to NIT. Kindly refer the Clause of Bid Information Sheet for details. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of Employer (offline) whose mailing address is mentioned in the Bid Information Sheet.
- 19.0 The detailed Qualifying Requirements (QR) are given in Section-IV of NIT documents.
- 20.0 The Employer shall conduct e-Reverse Auction (e-RA), if required or as per provisions of NIT documents.
- 21.0 ***Employer/ Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision. The Bid Processing Fee and EMD shall be returned to the bidders incase the NIT is being cancelled by the Employer/ Owner.***

INTERPRETATIONS

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

BID INFORMATION SHEET

The brief details of the NIT are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	System Design & Engineering, Supply, Installation, Commissioning, Configuration & Integration of total solution for IT Networking & AV Equipments including On Site Warranty at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi					
(B)	NIT NO. & DATE	SECI/C&P/NIT/IT NETWORK & AV/042020 dated 27.04.2020					
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">SINGLE BID SYSTEM</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input checked="" type="text" value="Yes"/></td> </tr> </table>		SINGLE BID SYSTEM	<input style="width: 80%;" type="text"/>	TWO BID SYSTEM	<input checked="" type="text" value="Yes"/>
SINGLE BID SYSTEM	<input style="width: 80%;" type="text"/>						
TWO BID SYSTEM	<input checked="" type="text" value="Yes"/>						
(D)	TYPE OF NIT/ TENDER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">E-TENDER</td> <td style="width: 50%; text-align: center;"><input checked="" type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>		E-TENDER	<input checked="" type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input checked="" type="text" value="Yes"/>						
MANUAL	<input type="text"/>						
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in NIT Documents [Reference Clause No. 8, Section-III, Instructions to Bidders (ITB) of NIT]					
(F)	DOCUMENT FEE/ COST OF NIT DOCUMENT (NON-REFUNDABLE)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="text" value="Yes"/></td> </tr> </table> <p>The NIT document is Free of Cost.</p>		APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input checked="" type="text" value="Yes"/>
APPLICABLE	<input type="text"/>						
NOT APPLICABLE	<input checked="" type="text" value="Yes"/>						

(G)	DOCUMENT PROCESSING FEE (NON-REFUNDABLE)	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
Amount: INR 7,340/- (Indian Rupees Seven Thousand Three Hundred Forty Only) including GST for each Response to NIT, to be submitted either through NEFT/ RTGS transfer in the account of SECI or in the form of DD/ Pay Order, along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi.			
(H)	EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
Amount: INR 245,000/- (Indian Rupees Two Lacs Forty Five Thousand Only) to be submitted in the form of Bank Guarantee along with the Response to NIT			
(I)	CONTRACT PERFORMANCE SECURITY	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1 st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017 08.05.2020 1500 HRS	
(K)	BID-SUBMISSION DEADLINE	29.05.2020 1500 HRS	
(L)	TECHNO-COMMERCIAL BID OPENING	29.05.2020 1600 HRS	
(M)	e-Reverse Auction (e-RA)	To be intimated separately to the Shortlisted Bidders.	
(N)	CONTACT DETAILS OF ETI	M/s Electronic Tender.com (India) Pvt. Limited 1001, City Court, M. G. Road Gurugram - 122 002, HARYANA Contact Person : ETS Helpdesk Contact No. : 00 91 124 4229071 / 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays) Email : support@esn-ets.com	

(O)	Name, Designation, Address and other details (For Submission of Response to RfS)	<p>Sh. Sanjay Sharma General Manager (Contracts & Procurement)</p> <p>Sh. Manas Ranjan Mishra Manager (Contracts & Procurement)</p> <p>Solar Energy Corporation of India Limited D - 3, 1st Floor, Wing - A, Prius Platinum Building District Centre, Saket, New Delhi - 110 017</p> <p>Contact No. : 011 71989294 Email : contracts@seci.co.in</p>
(P)	Details of persons to be contacted in case of any assistance required	<p>1) Sh. Sanjay Sharma General Manager (Contracts & Procurement)</p> <p>2) Sh. Manas Ranjan Mishra Manager (Contracts & Procurement) Contact No.: 011 71989294</p>
(Q)	Details of persons to be contacted in case of any Technical assistance required	<p>1) Sh. Kuber Malhotra Deputy General Manager (IT) Contact No.: 011 71989213</p> <p>2) Sh. Deepak Mittal Manager (IT) Contact No.: 011 71989258</p>

- 1.0 Bids must be submitted strictly in accordance with Section-III, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the NIT document.
- 2.0 Bidder(s) are advised to quote strictly as per terms and conditions of the NIT documents and not to stipulate any deviations/ exceptions.
- 3.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this NIT, may download the complete NIT document along with its amendment(s) if any from e-tendering portal of ETI <https://www.bharat-electronictender.com> and/ or CPPP Portal <https://eprocure.gov.in/cppp/> and/ or SECI website www.seci.co.in and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- 4.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 5.0 Prospective Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the NIT document through the websites <https://www.bharat-electronictender.com>. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.seci.co.in and the details only will be available from <https://www.bharat-electronictender.com>



SECTION - III

INSTRUCTIONS TO BIDDERS (ITB)

Preamble

This part (Section - III) of the NIT documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission and uploading the bid on portal <https://www.bharat-electronictender.com>, bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in NIT and that are specific to each procurement, states otherwise.

Bidders may note that the respective rights of the Employer/ Owner and Bidders/ Consultants shall be governed by the NIT Documents/ Contracts signed between the Employer/ Owner and the Consultant for the respective package(s). The provisions of NIT Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - III and the NIT documents, the laws of the Union of India shall be the governing laws and courts of New Delhi shall have exclusive jurisdiction.

1 OBTAINING NIT DOCUMENTS

The NIT document can be downloaded from the website of ETI [Electronic Tender.com (India) Pvt. Limited] <https://www.bharat-electronictender.com>. A copy of the same is also available at www.seci.co.in and <https://eprocure.gov.in/cppp/>.

Note: Interested bidders have to download the official copy of NIT & other documents after login into the ETI website by using the Login ID & Password provided by ETI during registration (Refer Annexure - D). The bidder shall only be eligible to submit/upload the bid document only after logging into the ETI portal and downloading the official copy of NIT.

2 COST OF BIDDING AND BID PROCESSING FEES

- 2.1 The bidder shall bear all costs associated with the preparation and submission of the bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Employer/ Owner will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 2.2 Prospective Bidders interested to participate in the bidding process are required to submit their proposals in response to this NIT document along with a non-refundable Bid Processing Fee as mentioned in the Bid Information Sheet attached under Section - II (Invitation for Bids, IFB). In case the Bidder chooses to submit the amounts pertaining to Bid Processing Fee through NEFT/ RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DD/ Pay order, as part of the Offline bid submission. The bank details of SECI for electronic transfer of fund and/ or issuance of DD/ Pay Order/ BG is mentioned in Annexure-C of RfS. ***The bids submitted without Bid Processing Fee and/ or Earnest Money Deposit (EMD), shall not be considered for the bidding and such bids shall not be opened online by SECI.***
- 2.3 **The Bid Processing Fee is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/ DIC Categories only.**
- 2.4 In case of any discrepancy/ non-submission of either offline or online bid documents by the bidder, the bid processing fee will be deemed as bidder's consent for participation in the bidding process. Henceforth, the bid processing fee shall be retained by Employer and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Employer/ Owner.
- 2.5 In the event of the particular NIT being cancelled, the bid processing fee will be refunded to the concerned bidders without any interest charge within 30 days from the date of notification of cancellation of NIT. No plea in this regard shall be entertained by the Employer/ Owner.

3 PROJECT LOCATIONS

- 3.1 The proposed sites are located at Block-II and Block-IV, Floor Plate-B in NBCC Building, Kidwai Nagar (East), New Delhi-110023. The details are mentioned below: -
 - 4.1.1 Block-II, 6th Floor (Allotted Built-up Space 37095 Sq. Feet/ Useable 26000 Sq. Feet)
 - 4.1.2 Block-IV, 1st Floor (Allotted Built-up Space 15181 Sq. Feet/ Useable 9000 Sq. Feet)

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- 3.2 The detailed Scope of Work (SOW) and Bill of Materials (BOM) are placed as Section-VI of the NIT documents.
- 3.3 The bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the required job. The costs of visiting the site shall be borne by the bidder.
- 3.4 The bidder or any of its personnel or agents shall be granted permission by the Employer/ Owner to enter upon its premises for the purpose of such visits, but only upon the express conditions that the bidder, its personnel and agents will release and indemnify the Employer/ Owner/ Consultant and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 3.5 The bidder shall not be entitled to hold any claim against Employer/ Owner/ Consultant for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

4 PACKAGE SCOPE

Under this NIT, the supplier shall be fully responsible for System Design & Engineering, Supply, Installation, Commissioning, Configuration & Integration of total solution related to IT Networking & AV Equipments including On Site Warranty as detailed in Section-VI of NIT documents. The supplier shall complete the entire Scope of Work to the satisfaction of Employer/ Owner/ Consultant in line with provisions of the NIT documents.

The supplier shall deploy a stable task force of well qualified and experiences executives and workers for this work. The manpower proposed to be deployed for this work shall be guaranteed by supplier in his offer discipline wise and category wise (for engineers and workers) required for completion of services included under the scope of the specification.

The supplier shall depute an executive to act as full-time overall coordinator and focal point for all interactions with SECI throughout the period of assignment. The bio-data of the engineering personnel proposed to be included in the task force should be enclosed with the proposal.

The Employer/ Owner reserves the right to increase/ decrease the quantity and scope of work without changing the unit price through out the assignment period including the warranty period.

5 EARNEST MONEY DEPOSIT (EMD)

- 5.1 Earnest Money Deposit (EMD) of INR 245,000/- (Indian Rupees Two Lacs Forty Five Thousand Only) in the form of Bank Guarantee according to Format 5.3A and valid for 06 (Six) months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. SECI may seek extension in validity of submitted EMD prior to its expiry and the bidder(s) shall extend the validity suitably. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company.

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- 5.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C to NIT. In addition to the banks listed at Annexure-C to RfS, the bidder can furnish the Bank Guarantees towards EMD issued by any Scheduled Commercial Bank as per RBI. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-C is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). The bank details of SECI for electronic transfer of fund and/ or issuance of BG is mentioned in Annexure-C of RfS.
- 5.3 The Bank Guarantee shall be effective only when the BG issuance or amendment message is transmitted by the issuing Bank through SFMS to IDFC First Bank IFSC: IDFB0020101. Client Name: Solar Energy Corporation of India Limited and a confirmation in this regard is received by SECI. Message Type: IFN760COV to be used by Issuing Bank.
- 5.4 After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 30 (Thirty) days after the issuance of NOA. The EMD of the successful bidder/ supplier shall be returned to them, after receipt and validation of PBG in acceptable form.
- 5.5 **The Earnest Money Deposit (EMD) is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/ DIC Categories only.**

6 PERFORMANCE BANK GUARANTEE (PBG)

- 6.1 Bidder/ Supplier selected by SECI based on this NIT shall submit Performance Guarantee for a value equivalent to 10% of the total contract value within 15 (Fifteen) days of issuance of Notification of Award (NOA). It may be noted that successful bidders shall submit the Performance Guarantee according to the Format 5.3B with an initial validity period of 15 (Fifteen) months from the effective date of the issuance of NOA. The PBG shall be kept valid upto the completion of warranty period and shall be renewed by the successful bidder upon request by Employer/ Owner. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by the Employer to the successful Bidder. Non-submission of PBG within the above timelines shall be treated as follows:
- Delay upto 15 (Fifteen) Days from due date of submission of PBG: Delay charges @ 1% of the PBG amount per month levied on per day basis shall be paid by the Bidder to Employer in addition to the PBG amount. The delay charges of 1% indicated above is exclusive of applicable taxes. Applicable taxes shall be paid extra by the successful bidder in addition to the delay charges.
 - Delay beyond 15 (Fifteen) Days from the due date of submission of PBG: The BG against EMD submitted by the Bidder shall be encashed by Employer and the Package shall stand terminated.

For the purpose of calculation of the above delay charges, 'Month' shall be considered as a period of 30 days.

- 6.2 The supplier shall furnish the Performance Bank Guarantee (PBG) from any of the Banks listed at Annexure-C of NIT documents to SECI. In addition to the banks listed at Annexure-C to RfS, the supplier can furnish the Bank Guarantees towards Performance Guarantee issued by any Scheduled Commercial Bank as per RBI. Performance Bank Guarantees (PBGs) issued by foreign branch of a bank from bank list given in Annexure-C of NIT

documents is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

- 6.3 The format of the Bank Guarantees prescribed in the Formats 5.3 A (EMD) and 5.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/ PBG and consequently, the bid.
- 6.4 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 6.5 The Bank Guarantee shall be effective only when the BG issuance or amendment message is transmitted by the issuing Bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Limited and a confirmation in this regard is received by SECI. Message Type: IFN760COV to be used by Issuing Bank.
- 6.6 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders. The successful bidder needs to extend the validity of the Bank Guarantees as and when desired by the Employer/ Owner without any additional financial implication.
- 6.7 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- 6.8 The PBG of successful bidder/ supplier shall be returned to them, immediately after successful completion of the entire execution work, final acceptance by Employer and completion of Warranty Period, after taking into account any liquidated damages due to delays in completion as per Clause No. 8.b, Section-III, Instructions to Bidders (ITB) of NIT documents.

7 FORFEITURE OF EMD

The BG towards EMD shall be encashed by Employer in following cases

- 7.1 If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- 7.2 In case, SECI issues NOA/ LOA/ LOI the Selected Bidder and if the Selected Bidder does not submit acceptance within the stipulated time period;
- 7.3 If after issuance of NOA/ LOA/ LOI, it is found that the documents furnished by the bidders as part of response to NIT are misleading or misrepresented in any way;
- 7.4 If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause No. 6, Section-III, Instructions to Bidders (ITB) of NIT documents;
- 7.5 If the bidder fails to accept 'arithmetical corrections' as per provision of the Clause No. 29 of Section-III, Instructions to Bidders (ITB);

8 SCHEDULED COMPLETION DATE (SCD)

The entire scope of the work under this NIT shall be completed by the supplier within **06 (Six) Weeks** from the date of issuance of NOA/ LOA/ LOI. The Employer reserves the right to request for a change in the Time Schedule.

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8.a PART COMPLETION

There shall be no Part Completion allowed for this Package.

8.b LIQUIDATED DAMAGE FOR DELAY IN COMMISSIONING

The work shall be completed within 06 (Six) Weeks of the effective date of the NOA/ LOA/ LOI.

In case of failure to achieve this milestone, penalty of 0.5% of the total contract value per week subject to maximum 5% of the total contract value shall be imposed.

8.c EARLY COMMISSIONING

The supplier shall be permitted for full completion of the Package even prior to the SCD. In case the entire work is completed prior to the SCD, Employer will not release any incentive/ bonus/ reward towards early completion.

9 FINAL ACCEPTANCE

Final Acceptance shall be the date on which the completion certificate is issued upon successful completion of the work. The Employer shall issue a completion certificate to the supplier and respective payments shall be released by the Employer.

10 STRUCTURING OF THE BID SELECTION PROCESS

- 10.1 "Single Stage, Double Envelope" bidding has been envisaged under this NIT. Bidders have to submit both Techno-Commercial Bid (Envelope-I) and Financial/ Price Bid (Envelope-II) together in response to this NIT online. The preparation of bid proposal has to be in the manner described in Clause No. 11, Section-III, Instructions to Bidders (ITB) of NIT documents.

11 INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO NIT

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to NIT.

Detailed Instructions to be followed by the bidders for online submission of response to NIT are stated at Annexure - D.

Submission of bid proposals by Bidders in response to NIT shall be in the manner described below:

I. Hard Copy

Hard copy of the bid shall comprise of following documents/ programmed file-Attachments to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear {the name of Tender, the Tender No. and the words 'DO NOT OPEN BEFORE' (due date & time)}.**

The bidding envelope shall contain a sticker as described under Clause No. 20.2 of Section-III, Instructions to Bidders (ITB) of NIT documents.

- (a) Original Non-Refundable Bid Processing Fee as per clause no. 02 of ITB
- (b) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per Format 5.1
- (c) EMD in original as per Clause 05 of ITB as per Format 5.3A or as prescribed.
- (d) Shareholding Certificate (as per Format 5.9)
- (e) Power of Attorney for authorized signatory in non-judicial stamp paper (as per Format 5.8)
- (f) Copy of Board Resolution as per Format 5.4
- (g) The Pass-Phrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)
- (h) Any Additional document as specified in Bidding Data Sheet (BDS).

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

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

II. Soft Copy

Soft copy of the bid shall comprise of following documents to be uploaded on the ETI portal <https://www.bharat-electronictender.com> as per provisions therein.

(a) As part of First Envelope

- I. The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the ETI portal, shall be duly filled.
- II. Programmed file - Attachments (as detailed against clause no. 11.I) and Bid Form for first envelope.
- III. Certificate of Incorporation (Col), Article of Association (AoA) and Memorandum of Association (MoA)
- IV. 'Bidder's General Information', as per Format 5.2.
- V. 'No Deviation Confirmation', as per Format 5.5
- VI. 'Bidder's Declaration regarding Banning, Liquidation etc.', as per Format 5.6
- VII. E-Banking Format (as per Format 5.10)

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- VIII. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- IX. Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format 5.7
- X. Document showing Financial Situation Information as sought in enclosed Format 5.7
- XI. NIT Document. (Only First and Last Pages of Original NIT Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to NIT Documents duly sealed and signed/ digitally signed by the Authorized Signatory).
- XII. Section compliance sheet as per Annexure-A1 of Section – VI.
- XIII. Any Additional document as specified in the NIT.

(b) As part of Second Envelope

- I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ETI portal, shall be duly filled. "Termed as **ELECTRONIC FORM**"
- II. Covering Letter as per Format 5.11
- III. Main Price Bid comprising of SOR of the Price Schedule (available in Section - VII, SOR), duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**".

Incase of any discrepancy between "ELECTRONIC FORM" and "MAIN BID", the information provided on "ELECTRONIC FORM" shall prevail and considered for the purpose of evaluation of financial bids.

12 SCHEDULE OF RATES (SOR)/ PRICE SCHEDULE (PS)/ BID PRICES

- 12.1 Unless stated otherwise in the NIT documents, the Contract shall be for the whole works as described in NIT documents, based on the Price quoted by the bidder and accepted by the Employer/ Owner. The prices quoted by the Bidders should be inclusive of all the taxes and duties but exclusive of Goods and Service Tax (GST), which shall be reimbursed as per prevailing rate of Govt. of India against submission of documentary evidences to the satisfaction of Employer/ Owner. All Goods & Service Tax (GST) components [applicable for both Centre and state] shall be payable by the supplier under the Contract.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]/ Price Schedule [PS]/ Bid Prices" enclosed as part of NIT documents under Section - VII. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, such bids may be rejected.

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- 12.3 The price quoted should including the fee of all sub consultant required for completion of project.
- 12.4 Bidder shall quote for all the items of "SOR/ PS" after careful analysis of cost involved for the performance of the completed item considering all parts of the NIT document. In case any activity though specifically not covered in description of item under "SOR/ PS" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards or any other part of NIT document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.5 Price quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per Clause No. 29 of Section-III, Instructions to Bidders (ITB).
- 12.7 If the project is not taken up due to some or other reason(s) the supplier will be paid upto the stage(s) accomplished on the actual estimated cost of project or price discovered through competitive bidding whichever is lesser.
- 12.8 In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be.

All these adjustments would be carried out by considering the base price equivalent to the fee mentioned under SOR/ PS of the bidder.

13 GOODS & SERVICE TAX (GST)

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

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

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to fault of the supplier, Employer/ Owner shall be constrained to deduct the amount from the payments to be made to the supplier or recover the same in any other manner.

- 13.1 Bidders are required to submit a copy of the GST Registration Certificate while submitting the bids.
- 13.2 The responsibility of payment of GST lies with the supplier only. Supplier providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:
- (a) Name, Address & Registration No. of such Person/ Consultant
 - (b) Name & Address of the Employer/ Owner receiving Taxable Service
 - (c) Description, Classification & Value of Taxable Service provided
 - (d) GST Amount, if any.
 - (e) HSN code of the Goods/ Services.

Payments to supplier for claiming GST amount will be made provided the above formalities are fulfilled. Further, Employer/ Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Employer/ Owner.

- 13.3 In case CBIC (Central Board of Indirect Taxes) brings to the notice of Employer/ Owner that the supplier has not remitted the amount towards GST collected from Employer/ Owner to the government exchequer, then, that supplier may be debarred from bidding in future tenders of Employer/ Owner for given period as per the sole discretion of Employer/ Owner.
- 13.4 In case of statutory variation in GST during currency of the Contract, the supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST/ Statutory variation in GST, should be raised within 01 (One) Month from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted:
- a) Any increase in the rate of non-cenvatable GST beyond the contractual completion period shall be to supplier's account whereas any decrease in the rate shall be passed on to the Employer/ Owner.
 - b) The base date for the purpose of applying statutory variation shall be the last date of submission of bids.

13.5 Where the Employer/ Owner is entitled to avail/ take the CENVAT credit of GST:

- 13.5.1 Owner/ Employer will reimburse the GST to the supplier at actuals against submission of cenvatable invoices issued in accordance with GST rules to enable Owner/ Employer to claim cenvat credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.

13.6 Where the Employer/ Owner is not entitled to avail/ take the CENVAT credit of GST:

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13.6.1 Owner/ Employer will reimburse the GST to the supplier at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

13.7 The supplier shall ensure timely submission of correct invoice(s) with all supporting document(s) within a period specified in NOA/ LOI/ LOA/ CA to enable Employer/ Owner to avail CENVAT credit, if applicable.

If CENVAT credit with respect to GST is not available to Employer/ Owner for any reason which is not attributable to Employer/ Owner, then Employer/ Owner shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) or shall be entitled to deduct/ setoff/ recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer/ Owner to the supplier.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees (INR) only.

15 BID VALIDITY PERIOD

15.1 Bids shall be kept valid for period of 05 (Five) months from the last date of submission of bids. A bid valid for a shorter period may be rejected by Employer/ Owner as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer/ Owner may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request without forfeiture of his 'EMD'. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its 'EMD' for the period of the extension and in accordance with Clause No. of 05, Section-III, Instructions to Bidders (ITB) of NIT documents in all respects.

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

16 PRE-BID MEETING

16.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in Bid Information Sheet under Section - II, Invitation for Bids (IFB) of NIT documents. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

- 16.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 16.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on TCIL website against the NIT. Any modification of the Contents of NIT documents listed in, that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer/ Owner exclusively through the issue of an Addendum/ Corrigendum, and not through the minutes of the Pre-Bid Meeting.
- 16.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

17 **FORMAT AND SIGNING OF BID**

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

18 **ZERO DEVIATION AND REJECTION CRITERIA**

- 18.1 **ZERO DEVIATION:** Deviation to terms and conditions of NIT documents may lead to rejection of bid. Employer/ Owner will accept bids based on terms & conditions of NIT documents only. Bidder may note Employer/ Owner will determine the substantial responsiveness of each bid to the NIT documents pursuant to provision contained in Clause No. 28 of Section-III, Instructions to Bidders (ITB). For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the NIT documents without deviations or reservations. Employer's/ Owner's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Employer/ Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.
- 18.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Eligibility Criteria including General, Technical and Financial Qualifying Requirements
 - (b) Firm Price
 - (c) Bid Processing Fees and Earnest Money Deposit
 - (d) Tender Document Fees, if applicable
 - (e) Specifications & Scope of Work
 - (f) Schedule of Rates (SOR)/ Price Schedule (PS)
 - (g) Duration/ Period of Contract/ Completion schedule
 - (h) Period of Validity of Bid

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- (i) Warrantee/ Guarantee/ Defect Liability Period
- (j) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

19 **E-PAYMENT**

Employer/ Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form enclosed at Format 5.10 in Section-V, Sample Forms and Formats of the NIT documents.

The payment under the contract shall be released in following manner: -

Sr. No.	Deliverable/ Milestone	Payment
1	Supply, Receipt and Storage at Site upon Physical Verification of Equipments/ Materials and furnishing of necessary certificate by Engineer-in-Charge/ Indenting department	60%
2	Successful Installation, Commissioning and Acceptance of total System upon furnishing of necessary certificate by Engineer-in-Charge/ Indenting department	35%
3	Completion of Contract upon verification by Engineer-in-Charge/ Indenting department	5%

The payment will be made according to the actual executed quantities by the supplier in respect of Bill of Quantities. The actual executed quantities will be assessed by the Engineer In-charge/ Indenting department of SECI.

Upon achievement of any of the payment milestone indicated above, the supplier shall intimate the Engineer In-charge of SECI along with the copy of invoice. The Engineer In-charge/ Indenting department of SECI shall verify the same. Upon verification, the invoice shall be processed further for payment.

The supplier shall not claim payment against pending services or incomplete stages of work.

All the payments under the contract shall be released within 30 (Thirty) days from the date of submission of all supporting documents and verification by Employer/ Owner.

20 SUBMISSION, SEALING AND MARKING OF BIDS

- 20.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.
- 20.2 Hard Copies (Specific documents only) as mentioned in clause no. 11.I of Section - III, Instructions to Bidders (ITB) of the NIT document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker.

Offline Bid Document for "Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of SECI"	
Tender Document No.	SECI/C&P/NIT/IT NETWORK & AV/042020
Last Date of Submission	
Do Not Open Before	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Prius Platinum Building District Center, Saket New Delhi - 110 017

- 20.3 All the bids shall be addressed to the Employer at address specified in the Bid Information Sheet in Section - II, Invitation for Bids (IFB).
- 20.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

21 DEADLINE FOR SUBMISSION OF BIDS

- 21.1 The bids must be submitted through e-tender mode not later than the date and time specified in the Bid Information Sheet in Section - II, Invitation for Bids (IFB).
- 21.2 The hard copies of required specific documents must be submitted through courier/ registered post/ by hand not later than the date and time specified in the Bid Information Sheet in Section - II, Invitation for Bids (IFB).
- 21.3 Employer/ Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of Employer/ Owner and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on e-tendering Portal of ETI <https://www.bharat-electronictender.com> and/ or CPPP Portal <https://eprocure.gov.in/cppp/> and/ or Employer's website www.seci.co.in.

22 LATE BIDS

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

23 MODIFICATION AND WITHDRAWAL OF BIDS

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

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

- 23.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 20 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 23.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of bidder's EMD pursuant to clause 7 of ITB and rejection of bid.
- 23.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 23.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Employer shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Employer/ Owner after following the due procedure.

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

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

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25 **BID OPENING**

25.1 ***Unpriced Bid Opening:***

As the case may be, Employer will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Information Sheet under Section-II, Invitation for Bids (IFB). The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance. However, the presence of bidder(s) during unpriced bid opening is subjective and will depend on case to case basis against the sole discretion of Employer/ Owner.

25.2 ***Priced Bid Opening:***

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

25.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall not be opened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

26 **CONFIDENTIALITY**

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

27 **CONTACTING THE EMPLOYER/ OWNER**

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

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

28 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

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

- (a) Meets the "Bid Evaluation Criteria" of the NIT documents;
- (b) Has been properly signed;

- (c) Is accompanied by the required 'Earnest Money Deposit' and 'Bid Processing Fees', if applicable
- (d) Is substantially responsive to the requirements of the Tender Documents; and
- (e) Provides any clarification and/ or substantiation that the Employer/ Owner may require to determine responsiveness pursuant to Clause No. 28.2 of Section-III, Instructions to Bidders (ITB).

28.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the NIT documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -

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

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

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

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

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

29 CORRECTION OF ERRORS

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

If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/ amount (viz., items left blank or against which '-'/ '0' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

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

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

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

30 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

All bids submitted must be in the currency specified at Clause No. 14 of Section-III, Instructions to Bidders (ITB).

31 EVALUATION OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned below on the total cost including GST. The Employer shall only use the criteria and methodology indicated in the NIT documents. No other criteria/ methodology shall be permitted.

31.1 Evaluation of Techno - Commercial Part (First Envelope)

The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the NIT documents.

In order to reach such a determination, the Employer will examine the information supplied by the bidders, pursuant to Clause No. 11 of Section-III, Instructions to Bidders (ITB) and other requirements in the NIT documents, taking into account the following factors

- overall completeness and compliance with the Technical Specifications to the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- compliance with the time schedule

The services covered by this bidding shall have the 'Taking Over' by the Employer/ Owner after successful Completion. No credit will be given to earlier completion. Bids offering completion beyond the specified period are liable to be rejected.

- any other relevant technical factors that the Employer/ Owner deems necessary or prudent to take into consideration.

- d. any deviations to the commercial and contractual provisions stipulated in the NIT Documents.
- e. details furnished by the bidder in response to the requirements specified in the NIT Documents.
- f. The Employer will ascertain to its satisfaction whether bidders determined as having submitted responsive Proposal are qualified to satisfactorily perform the contract.
- g. Qualification of bidder will be based on meeting the minimum pass/ fail criteria specified at Section - IV, Qualifying Requirements (QR) of NIT document regarding the bidder's technical experience and financial position as demonstrated by the bidder's responses in the corresponding Bid Schedules.
- h. The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification, (ii) bidder's works, (iii) details of work executed, (iv) details of machinery, facilities, manpower and financial resources, (v) past experience.
- i. The determination will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the Employer deems necessary and appropriate.

31.2 Opening of Second Envelope

After evaluation of the First Envelope i.e. Bid Proposal & Qualifying Requirement Data of all the bidders who have submitted their proposal for NIT document, the Employer/ Owner will

- a) intimate the date of opening of Envelope-II to all the qualified bidders; and
- b) Archive (in unopened condition in Online Mode) the Envelope-II of the remaining disqualified bidders by intimating the rejection criteria.

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

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

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31.3 Evaluation of Financial Part (Second Envelope) and e-Reverse Auction

- 31.3.1 The Employer will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 31.3.2 The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.
- 31.3.3 Arithmetical errors will be rectified in line with Clause no. 29 of ITB.
- 31.3.4 The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Bidding Documents.
- 31.3.5 The formats for submitting the price is attached as SOR-1 (corresponding to Supply Portion) & SOR-2 (corresponding to Services Portion) under Section-VII of Tender Documents.

SOR-1 (corresponding to Supply Portion) is the Schedule and Breakup of Lump sum Price related to System Design and Engineering including Supply of Equipments under the Scope of Work (SOW) whereas SOR-2 (corresponding to Services Portion) is the Schedule and Breakup of Lump sum Price related to Installation, Commissioning, Configuration & Integration of Equipments under the Scope of Work (SOW) specified in the Tender Documents including applicable Taxes.

- 31.3.6 Bidder to mention the Total Price indicated in the Summary Sheet (in both Figures and Words) enclosed along with SOR-1 and SOR-2.

Total Evaluated Bid Value (TEBV) = (1) Grand Total Comprehensive Price (Including Taxes) mentioned in the Summary Sheet against SOR-1 + (2) Grand Total Comprehensive Price (Including Taxes) mentioned in the Summary Sheet against SOR-2.

Detailed Break up is also given in the SOR-1 & in the SOR-2 for the Billing Breakup purpose.

- 31.3.7 Total Total Evaluated Bid Values (TEBV) for all the Bidders shall be compared to determine the lowest Total Evaluated Bid Value (TEBV) as given under SOR-1 and SOR-2 Formats of Section-VII, Schedule of Rates & the lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA).
- 31.3.8 The mentioned Total Evaluated Bid Value will be considered up to 2 decimal places only.
- 31.3.9 Bidder with total lowest TEBV shall be L-1, Bidder with second lowest TEBV shall be L-2 & so on subject to the successful bidder selected after e-RA.
- 31.3.10 The total Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. The award shall be placed Inclusive of GST with taxation bifurcation separately indicated as submitted by the successful bidder in the SOR formats SOR-1 and SOR-2.
- 31.3.11 Billing Break-up (BBU)

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- For each item of SOR-1 & SOR-2, the BBU shall be prepared in the same SOR format (Item name, UoM, Quantity, Unit Ex Works Price, Total Price etc) and the sum of all billing break-up item prices shall be equivalent to the each respective SORs item price with discounted rate of e-Reverse Auction (If applicable).
- The Supplier would be required to provide detailed Bill of Quantity (BOQ) along with the break-up of Contract Price (including taxes) which should match with the Price Quoted by the Supplier in its Price Bids and accepted by the Employer. This will be used by the Employer at the time of payment to the Supplier. Accordingly, bidders should diligently quote the taxes in the bid. Under no circumstances, the amount of taxes shall be more than that quoted by the bidder and accepted by the Employer against any SOR (i.e. SOR-1 and SOR-2).
- Employer shall reimburse the amount of taxes as per the rates mentioned by Supplier in the detailed BOQ and accepted by the Employer. In case of any statutory variation in taxes during the currency of the Contract, same will be reimbursed to the Supplier subject to the statutory variation clause of the Bidding document, only in respect of the items/ quantities which have been mentioned by the Supplier in the detailed BOQ.
- If there is difference in HSN/ SAC classification and corresponding rate of GST of an item as confirmed/ deemed confirmed by the bidder in its bid/ detailed BOQ and HSN/ SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before the award of contract, GST reimbursable to the bidder/ Bidder shall be lower of the GST applicable at the rate as confirmed/ deemed confirmed in the bid or actual GST paid/ payable by the bidder for that item.
- In case of imported Equipment/ items purchased from third party (Bought-Out Items) are supplied to the Employer/ Owner in execution of the Project, the price of such Goods shall be inclusive of all cost as well as any duties paid/ payable in relation to import/ purchase of such goods (viz., customs duties, GST & levies etc.) considering and taking into account the ITC as may be available under the applicable laws including GST.
- In case of any statutory variation in GST during the currency of the Contract, same will be reimbursed to the Supplier only in respect of the taxes which are levied during the direct transaction held between Employer and the Supplier. Any statutory variation applicable in respect of the items/ services procurement between third party/ sub-contractor/ Sub vendors and the Supplier would not be reimbursed by Employer. The successful bidder will be required to provide the detailed Billing break up (BBU) with GST in line with SOR's.

The contract shall be finalized/ awarded on the basis of lowest rate of price quoted against this specification by any of the bidder.

SECI reserves the right to award the rate contract to two or more suppliers at its own discretion. All the bidders would be offered to accept lowest total price discovered against this specification. A part acceptance or deviation, technical or commercial will not be admissible. The bidders who agree to match the rates for all the items will be enlisted for entering into contract at the sole discretion of SECI.

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31.4 Terms and Conditions of e-Reverse Auction

- 31.4.1 On completion of Techno-Commercial bid evaluation, if it is found that only 01 (One) Bidder is eligible for opening of financial bid, opening of the financial bid of the bidder will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.
- 31.4.2 For each Bidding Package, all the techno-commercially qualified Bidders, whose financial bids are found complying with the provisions of Clause 31.3 and other provisions of the NIT including subsequent amendments, shall be shortlisted for participating in the e-RA.
- Incase the number of techno-commercially qualified bidders is less than or equal to 03 (Three), then all the bidders shall be shortlisted for participation in the e-RA.
 - Incase the number of techno-commercially qualified bidders is more than 03 (Three), then all the bidders except H1 bidder shall be shortlisted for participation in the e-RA. H1 bidder means the bidder whose TEBV is maximum/ higher amongst the TEBV of all the participating bidders.
- 31.4.3 The detailed Terms and Conditions for e-RA has been explained in Annexure-E of the NIT document.

32 NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF AWARD

- 32.1 Prior to the expiry of 'Period of Bid Validity', Employer/ Owner will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Award (LOA)" through e-mail/ courier/ registered post, that his bid has been accepted. The notification of award will constitute the formation of the Contract.
- 32.2 Contract Period shall commence from the date of "Notification of Award"/ "Letter of Intent"/ "Letter of Award" or as mentioned in the Notification of Award/ Letter of Intent/ Letter of Award. The "Notification of Award"/ "Letter of Intent"/ "Letter of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per Clause No. 33 of Section-III, Instructions to Bidders (ITB).
- 32.3 The of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Award (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acknowledgement within 07 (Seven) days from the date of its issuance.
- 32.4 Incase the successful bidder fails to acknowledge the acceptance of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Award (LOA)" as mentioned above vide clause no. 32.3, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed.
- 32.5 In case of Non-response/ acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions by annulling the entire Tendering process & further can successfully execute the Tender by allocating the subject work to the Techno commercially successful L2, L3 discovered bidders thereby forfeiting the EMD of the nominated successful bidder.

33 CONTRACT AGREEMENT

- 33.1 The successful Bidder/ Supplier shall be required to execute the 'Contract Agreement' on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Supplier] and of 'state' New Delhi only, within '15 [Fifteen] days' of issuance of the "Notification of Award [NOA]"/ "Letter of Intent [LOI]/ "Letter of Award [LOA]".
- 33.2 In case the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 33.1, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed. Same may constitute sufficient grounds for the forfeiture of EMD.
- 33.3 In case of Non-response/ acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions by annulling the entire Tendering process & further can successfully execute the Tender by allocating the subject work to the Techno commercially successful L2, L3 discovered bidders thereby forfeiting the EMD of the nominated successful bidder.

34 WARRANTY/ GUARANTEE/ DEFECT LIABILITY PERIOD

- 34.1 The Warranty/ Guarantee/ for all the supplied Products shall be 12 (Twelve) months from the date of final acceptance by the Employer/ Owner. The Defect Liability Period (DLP) of the project shall be 12 (Twelve) months from the date of final acceptance by the Employer/ Owner
- 34.2 During any period including Defects Liability Period, if it is found that certain risk or damage or loss has occurred due to the defective execution of the work, delay in execution of assignment, non-compliance of the instructions pertaining to the project work, negligence in supervision, over payment to the contractor due to wrong certification of bills or errors in recommending payments etc., Employer/ Owner will be entitled to recover the amount of such loss from the supplier by encashing the Performance Bank Guarantee submitted by him as above.
- 34.3 The supplier shall be liable and responsible for the correctness and accuracy of the data, maps, drawings, designs and recommendations furnished by them. Should any inadequacy or discrepancy be observed in the work performed by the consultant and the documents prepared by them prior to the final acceptance by Employer/ Owner of the work performed by them including Defect Liability Period, the supplier shall at his own initiative and cost perform all such services and other services as may be necessary to remedy the said defect or inadequacy. The supplier shall also indemnify and keep Employer/ Owner indemnified against losses and damages suffered by Employer/ Owner arising directly out of any negligence, omission or default on the part of supplier.
- 34.4 The supplier shall indemnify Employer/ Owner against any payments to be made under and for observance of the various Regulations and Acts as framed by the Government of India from time to time without prejudice to his right to claim indemnity from his sub-consultants.

35 FORCE MAJEURE

35.1 Conditions for Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the Employer/ Owner and the Contractor. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-Two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/ or works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than 2 (two) months, the Employer/ Owner shall have the option to terminate the Contract or re-look into the Contract provisions.

35.2 Outbreak of War

35.2.1 If during the currency of the Contract there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work the Contractor shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the Work, provided always that the Employer/ Owner shall be entitled, at any time after such out-break of war to terminate or re-look into the Contract by giving notice in writing to the Contractor and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

35.2.2 If the Contract shall be terminated under the provisions of the above clause, the consultant shall with all reasonable diligence remove from the Site all the consultant's equipment and shall give similar facilities to his sub-consultants to do so.

36 TERMINATION

36.1 In the event of Employer/ Owner not satisfied with the work done by the supplier, Employer/ Owner shall give "15 (Fifteen) days" notice in writing to rectify the defects and or complete the work. If Employer/ Owner is not satisfied with reply of aforesaid notice, Employer/ Owner can terminate this Agreement and the supplier shall be liable to pay damages which shall be calculated by Employer/ Owner or professional expert of Employer/ Owner.

36.2 In the event of the supplier through death or incapacity is unable to provide the services the appointment shall thereby be terminated.

- 36.3 In the event of the supplier's firm closing its business, the appointment shall be thereby terminated and Employer/ Owner shall have the power to employ any other agency to complete the work irrespective of settling of dues of the consultant by the Employer/ Owner.
- 36.4 The termination of the appointment of the supplier shall be without prejudice to the accrued rights and remedies of Employer/ Owner.

37 LAWS GOVERNING THE CONTRACT/ JURISDICTION

- 37.1 This Contract shall be governed by the Indian Laws for the time being in force.
- 37.2 The Courts at Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this Contract.



SECTION - IV

QUALIFYING

REQUIREMENTS

FOR BIDDERS (QR)

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

A GENERAL ELIGIBILITY CRITERIA

The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013. Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Government owned Enterprises who are registered/ incorporated in India are also eligible to participate. Incase of registered Companies, the copies of Certificate of Incorporation (CoI), Article of Association (AoA), Memorandum of Association (MoA) shall be provided along with the bid. Incase of other Companies/ Firms, the relevant document demonstrating the status of registration of the Company/ Firm to be provided along with the bid.

Bids by Consortium/ JV are not allowed for participation under this NIT.

The Bidder should be in the business of providing Turnkey IT Networking Solutions/ AV Systems/ IP PBX Systems for the last 07 (Seven) years as on last date of submission of bids. The bidder should be either an OEM or a Business Partner/ System Integrator/ Distributor for the items to be supplied and installed under Category A and B, duly authorized by the OEM. The Bidder has to submit OEM Letter as per Format 5.12 enclosed in Section-V of NIT documents.

The bidder should have Service Support Centre or Local Presence in Delhi NCR region. A self certification on the letterhead of the Bidder (duly stamped and signed) indicating address and contact details to be submitted along with the bid.

The Bid Processing Fees and EMD are exempted for MSME Vendors/ Developers registered under NSIC/ Udyog Aadhaar/ DIC Categories only.

NGOs, Charitable Trusts, Educational Societies are not eligible for participation in this NIT.

- A.1 The bidder should not be black-listed/ debarred by any Central/ State Government/ Central Public Sector Undertaking (CPSU)/ State Public Sector Undertaking (SPSU) in India within last 12 (Twelve) months as on last date of submission of bids.

B TECHNICAL ELIGIBILITY CRITERIA

The bidder should have experience of having successfully completed similar works during last 07 (Seven) years ending last day of the preceding month of the bid submission deadline should be of the following: -

One similar completed work costing not less than the amount of INR 99.51 Lacs.

or

Two similar completed works costing not less than the amounts of INR 62.20 Lacs each.

or

Three similar completed works costing not less than the amounts of INR 50 Lacs each.

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	NIT No. <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	Page 42 of 97	Signature of Bidder
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Similar Work means providing Turnkey IT Networking Solutions/ AV Systems/ IP PBX Systems for the entire project value (INR 99.51 Lacs or INR 62.20 Lacs or 50 Lacs as the case may be) for any office/ institutional/ commercial complex.

The bidder should submit the copies of work order/ purchase order/ contract agreement and work completion certificate/ performance certificate/ taking over certificate as a proof towards successful execution of the work. The work order/ purchase order and work completion certificate/ performance certificate/ taking over certificate should be signed and stamped by the client and must have been issued in the letter head of the client. The contract agreement must be executed in stamp paper of appropriate value and duly sealed and signed by both the parties.

If any Project/ Contract involves multiple Subsidiaries, it will be treated as only 01 (One) Credential/ Experience.

The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification, (ii) Supplier's works, (iii) details of work executed, (iv) details of machinery, facilities, manpower and financial resources, (v) past experience.

C FINANCIAL ELIGIBILITY CRITERIA

1. The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2016-2017, FY 2017-2018 and FY 2018-2019 as the case may be) should be **INR 5,000,000/- (Indian Rupees Fifty Lacs only)**. **MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets.** This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turnover certified by Practicing CA/ Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.
2. The net worth for the last financial year should be positive. "Net Worth" of the Bidder shall be calculated as per Company Act 2013.
3. The bidder should have a minimum Working Capital of **INR 3,110,000/- (Indian Rupees Thirty One Lacs Ten Thousand only)** as per the last audited financial statement. If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank (having net worth not less than INR 500 Crores), confirming the availability of the line of credit for equal to or more than **INR 3,110,000/- (Indian Rupees Thirty One Lacs Ten Thousand only)**.
 - a. In case the bidder is a holding company, the financial position criteria referred to in clause C.1 above shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, financial position criteria referred to in clause C.1 above shall be of that subsidiary company only (i.e. excluding its holding company).
 - b. The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their Turnover, Net Worth and Working Capital for the purpose of verification.

- c. The bidder can include the Financials of FY 2019-2020 for meeting the desired Financial Eligibility Criteria. In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the Management of the company. In case the financials of FY 2019-2020 are not available, the bidder can submit the audited financial results of immediate preceding three financial years (i.e. 2016-2017, 2017-2018 and 2018-2019).
- d. Bidders shall furnish documentary evidence as per the prescribed format (online as well as offline), duly certified by Authorized Signatory and the Statutory Auditor/ Practicing Chartered Accountant of the Bidding Company in support of their financial capability.
- e. The Bidder shall furnish the following documentary evidences along with the Bid in support of meeting of above mentioned Financial Eligibility Criteria.
 - i. "Details of Financial capability of Bidder" as per format 5.7 duly signed and stamped by a Chartered Accountant.
 - ii. "Shareholding Certificate" as per format 5.9 duly signed and stamped by a Chartered Accountant.
 - iii. Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial Criteria. In case of tenders having the bid due date up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid due date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years.

The bidder shall furnish documentary evidence in support of qualification requirement stipulated above.

Notwithstanding anything stated above, Employer/ Owner reserves the right to assess the bidder's capability and capacity to perform the contract should the circumstances warrant such assessment necessary in its overall interest. Bidder may have to produce originals of documents submitted to qualify against the package, which shall be returned after verification & shall not be retained by Employer/ Owner. Authenticity of documents submitted by bidders may also be verified by Employer/ Owner as deemed fit through its own sources.

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

Employer/ Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract. The decision regarding adequacy of the work experience/ capacity of the bidder, etc. will solely be at the discretion of Employer/ Owner.

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SECTION - V

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

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

- i) Format of Covering Letter (Format 5.1)
- ii) Format for Bidder's General Information (Format 5.2)
- iii) Format for Earnest Money Deposit (EMD) (Format 5.3 A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 5.3 B)
- v) Format for Board Resolutions (Format 5.4)
- vi) Format for No Deviation Confirmation (Format 5.5)
- vii) Format for Declaration regarding Banning and Liquidation, Court Receivership etc. (Format 5.6)
- viii) Format for Chartered Accountant Certificate for Financial Capability of the Bidder (Format 5.7)
- ix) Format for Power of Attorney (Format 5.8)
- x) Format for Shareholding Certificate (Format 5.9)
- xi) E-Banking Format (Format 5.10)
- xii) Format for submission of Financial Bid (Format 5.11)
- xiii) Format for Manufacturer's Authorization Form (Format 5.12)
- xiv) Check List for Bank Guarantees (Annexure-B)
- xv) List of Banks (Annexure-C)
- xvi) Special Instructions to Bidders for e-Tendering (Annexure-D)



Format 5.1

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi" against NIT Number SECI/C&P/NIT/IT NETWORK & AV/042010

Dear Sir/ Madam,

1. We, the undersigned.... [*insert name of the 'Bidder'*] having read, examined and understood in detail the NIT document for "Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi" hereby submit our Bid comprising of Techno Commercial Bid and Price Bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid NIT.
2. We give our unconditional acceptance to the NIT, dated..... and NIT documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. As a token of our acceptance to the NIT documents, the same have been digitally signed by us and enclosed to the Bid. We shall ensure that we execute Contract Agreement as per the provisions of the NIT and provisions of such Contract Agreement and NIT documents shall be binding on us.
3. Bid Capacity

We have bid for the entire scope of work mentioned in the NIT document.

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	<u>NIT No.</u> <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	<u>Page 47 of 97</u>	<u>Signature of Bidder</u>
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4. Bid Processing Fees (In case of exemption, kindly mention the details and attach proof)

We have enclosed a Bid Processing Fees of INR..... (*Insert Amount*), in the form of Demand Draft/ Banker's Cheque/ UTR no..... (*Insert reference of the DD/ Banker's Cheque/ UTR*) dated..... (*Insert date of DD/ banker's cheque/ UTR*) from (*Insert name of Bank providing DD/ banker's cheque/ Online Transfer*) and valid up to and including in terms of Clause of this tender.

5. Earnest Money Deposit (In case of exemption, kindly mention the details and attach proof)

We have enclosed an Earnest Money Deposit of INR..... (*Insert Amount*), in the form of bank guarantee no..... (*Insert reference of the bank guarantee*) dated..... (*Insert date of bank guarantee*) as per Format 5.3A from (*Insert name of Bank providing BG*) and valid up to and including in terms of Clause No. 5, Section-III of this NIT.

6. We have submitted our Price Bid strictly as per this NIT, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).

7. In case we are a Successful Bidder/ Supplier, we shall furnish requisite Performance Bank Guarantee in terms of Clause No. 6, Section-III of this NIT.

8. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Solar Energy Corporation of India Limited in respect of any matter regarding or arising out of the NIT shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

9. 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 Bid and execute the contract, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in tender have been fully examined and considered while submitting the Bid.

10. Contact Person

Details of the contact person are furnished as under:

Name :
 Designation :
 Company :
 Address :
 Phone Nos. :
 Fax Nos. :

E-mail address :

11. We are enclosing herewith the Envelope-I (Covering Letter, Bid Processing Fees, EMD etc. through Offline and Online, Techno-Commercial documents through online as per clause no. 11.1 of Section - III, ITB) and Envelope II (Price Bids) (through online) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the NIT for your consideration as per clause no. 11.0 of Section - III, ITB.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the NIT and subsequent communications from Solar Energy Corporation of India Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the NIT and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period as specified in NIT from the date of opening of "Techno-Commercial/ Un-priced Bid". We confirm that we have not taken any deviation so as to be deemed non-responsive.

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

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration. Copy of Notarized copy of Power of Attorney/ Board Resolution/ Declaration should be enclosed along with Covering Letter.

Format 5.2

BIDDER'S GENERAL INFORMATION

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

Sr. No.	Description	Remarks
1	Name of the Bidder	
2	Status of the Firm	
3	Mailing Address of Registered Office	
4	Mailing Address of Operation Office	
5	E-mail	
6	Web site	
7	Authorized Contact Person(s) with Name, Designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
8	Year of Incorporation	
9	Number of Years in Operation	
10	ISO Certification Yes/ No	
11	Name of the Banker	
12	Branch Details of Bank	
13	Type of Account with Account Number	
14	IFSC Code	
15	Permanent Account Number (PAN) of the Bidder	<i>(Copy of PAN Card to be enclosed)</i>
16	GST ID (Proof to be submitted - GST Registration Certificate)	
17	GSTN Address	
18	PF Registration Number with Details	<i>(Copy of Registration to be enclosed)</i>
19	ESI Registration Number with Details	<i>(Copy of Registration to be enclosed)</i>
20	Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work	Yes/ No <i>(If answer is YES, please provide details)</i>
21	Reference of any document information attached by the Bidder other than specified in the NIT.	
22	Whether the Bidder wishes to form a Project Company for execution of work	Yes/ No

Sr. No.	Description	Remarks
23	Bidding company is listed in India	Yes/ No
24	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below	
25	Whether company is MSME as on the bidding date	Yes/ No

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting rights

(Signature of Authorized Signatory)

With Stamp

Format 5.3A

FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)

Bank Guarantee No.:
Date:

To:
Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

WHEREAS M/s. *(Insert name of bidder)* having its Registered/ Head Office at *(Insert address of the bidder)* (Hereinafter called "the bidder") has submitted its bid for the performance of the Contract for *(insert name of the Package)* under *(insert Tender No)* (Hereinafter called "the bid")

KNOW ALL PERSONS by these present that WE *(insert name & address of the issuing bank)* having its Registered/ Head Office at *(insert address of registered office of the bank)* (hereinafter called "the Bank"), are bound unto Solar Energy Corporation of India Limited (SECI) (hereinafter called "the Employer") in the sum of *(insert amount of EMD in figures & words)* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws/ varies its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/ or accept the withdrawals/ rectifications pursuant to the declaration/ confirmation made by him; or
- (3) In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) To sign the Contract Agreement, in accordance with NIT;
 - or
 - (ii) To furnish the required Contract Performance Security, in accordance with NIT;
 - or
- (4) In any other case specifically provided for in NIT.

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	NIT No. SECI/C&P/NIT/IT NETWORK & AV/042020	Page 52 of 97	Signature of Bidder
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WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (*insert date of validity as per Tender documents*), and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [*value in words* _____].
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____



Format 5.3B

FORMAT FOR PERFORMANCE BANK GUARANTEE
(PBG)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

NOA/ Contract No.....

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

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Dear Sir/ Madam,

We refer to the Contract ("the Contract")

signed on *(insert date of the Contract)* between you and M/s *(Name of Contractor)*,

(or)

vide notification of award issued on *(insert date of the notification of award)* by you to M/s *(Name of Supplier)* having its Principal place of business at *(Address of Supplier)* and Registered Office at *(Registered address of Supplier)* ("the Supplier") concerning *(Indicate brief scope of work)* for the complete execution of the *(insert name of Package alongwith name of the Project)*

By this Bank Guarantee, we, the undersigned, *(insert name & address of the issuing bank)*, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/ Head Office at *(insert address of registered office of the bank)* do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the Contract Price, upto and inclusive of *(dd/mm/yy)*.

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Owner declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	<u>NIT No.</u> <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	<u>Page 54 of 97</u>	<u>Signature of Bidder</u>
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Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi

Our liability under this Bank Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____."

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]
Signature _____

Name _____

Designation _____

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	NIT No. <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	Page 55 of 97	Signature of Bidder
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Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	<u>NIT No.</u> <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	<u>Page 56 of 97</u>	<u>Signature of Bidder</u>
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Format 5.4

FORMAT FOR BOARD RESOLUTIONS

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

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to NIT No. _____ for Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi' in India, including signing and submission of all documents and providing information/ response to NIT to Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

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Format 5.5

FORMAT FOR NO DEVIATION CONFIRMATION

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

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi" against NIT Number SECI/C&P/NIT/IT NETWORK & AV/042010

Dear Sir/ Madam,

We understand that any 'deviation/ exception' in any form may result in rejection of bid. We, therefore, certify that we have not taken any 'exception/ deviation' anywhere in the bid and we agree that if any 'deviation/ exception' is mentioned or noticed, our bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	<u>NIT No.</u> <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	<u>Page 58 of 97</u>	<u>Signature of Bidder</u>
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Format 5.6

FORMAT FOR DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.

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

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi" against NIT Number SECI/C&P/NIT/IT NETWORK & AV/042010

Dear Sir/ Madam,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	<u>NIT No.</u> <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	<u>Page 59 of 97</u>	<u>Signature of Bidder</u>
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Format 5.7

**FORMAT OF CHARTERED ACCOUNTANT
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE
BIDDER**

(To be submitted on the Letter Head of the Chartered Accountant)

Ref.No. _____

Date: _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi" against NIT Number SECI/C&P/NIT/IT NETWORK & AV/042010

Dear Sir/ Madam,

We have verified the Annual Accounts and other relevant records of M/s.....
(Name of the bidder) and certify the following

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

And

Net worth (strike out whichever is not applicable) of INR.....Crore computed as per instructions provided in this tender based on unconsolidated audited annual accounts (refer Note-1 below) of the last Year immediately preceeding the Bid Deadline/ last financial year.

* The Financially Evaluated Entity may be the Bidding Company itself.

** The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent Company and/ or Affiliate has been used for meeting Qualification Requirements.

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	<u>NIT No.</u> <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	<u>Page 60 of 97</u>	<u>Signature of Bidder</u>
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Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi

Description	Year ____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (AS per the companies Act 2013)	

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name:

Date:

Place:

Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name:

Date:

Place:

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

Format 5.8

FORMAT FOR POWER OF ATTORNEY FOR BIDDING
COMPANY

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

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./ Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for (insert details of Tender) in response to the NIT No dated issued by Solar Energy Corporation of India Limited (SECI), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information/ responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above-mentioned NIT.

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

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

Signed by the within named

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

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of
Accepted

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

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

WITNESS

1.
(Signature)

Name.....

Designation
2.
(Signature)

Name.....

Designation

Notes:

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

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

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

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	<u>NIT No.</u> <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	<u>Page 63 of 97</u>	<u>Signature of Bidder</u>
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Format 5.9

FORMAT FOR SHAREHOLDING CERTIFICATE

(As on 31st March'2019)

(To be submitted on the Letter Head of the Bidder)

Name of the Equity Holder	Type and Number of Shares Owned	% of Equity Holding	Extent of Voting Rights

Yours faithfully

(Signature and Stamp of Authorized Signatory of Bidder)

Name:

Date:

Place:

(Signature and Stamp of Company Secretary/ Director/ Chartered Accountant)

Format 5.10

e-BANKING FORMAT

(To be submitted on the Letter Head of the Bidder)

1. Vendor/ Customer Name :
2. Vendor/ Customer Code :
3. Vendor/ Customer Address :
4. Vendor/ Customer E-mail ID :
5. Particulars of Bank Account
 - a) Name of Bank :
 - b) Name of Branch :
 - c) Branch Code :
 - d) Address :
 - e) Telephone Number :
 - f) Type of Account :
 - g) Account Number :
 - h) RTGS IFSC Code :
 - i) NEFT IFSC Code :
 - j) 9 digit MICR code :

I/ We hereby authorize Solar Energy Corporation of India Limited to release any amount due to me/ us in the bank account as mentioned above. I/ We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Solar Energy Corporation of India Limited responsible.

(Signature of Vendor/ Customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	<u>NIT No.</u> <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	<u>Page 65 of 97</u>	<u>Signature of Bidder</u>
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Format 5.11

FORMAT FOR SUBMISSION OF FINANCIAL BID

(The Covering Letter should be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Supply and Installation of IT Networking & AV Equipments at Corporate Office Complex of Solar Energy Corporation of India Limited (SECI) at NBCC Building, Kidwai Nagar (East), New Delhi" against NIT Number SECI/C&P/NIT/IT NETWORK & AV/042010

Dear Sir/ Madam,

I/ We, _____ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm as Successful Bidder for the above.

I/ We agree that this offer shall remain valid for a period of 150 (One Hundred and Fifty) days from the due date of submission of the response to NIT such further period as may be mutually agreed upon.

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

Thanking you,

We remain,

Yours faithfully,

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

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	<u>NIT No.</u> <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	<u>Page 66 of 97</u>	<u>Signature of Bidder</u>
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Format 5.12

MANUFACTURER'S AUTHORIZATION FORM

(The Covering Letter should be submitted on the Letter Head of the Manufacturer/ OEM)

Ref.No. _____

Date: _____

From: _____ (*Insert name and address of Manufacturer/ OEM*)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Manufacturer's Authorization against NIT Number SECI/C&P/NIT/IT NETWORK & AV/042010

Dear Sir/ Madam,

We, _____ (*Insert Name of the OEM*) having our registered office at (*Insert Address of the OEM*) in India, are an established manufacturer of (*Insert Name of the quoted Product*). We hereby authorized (*Insert Name of the Bidder*) to quote our product(s) for above mentioned tender under Category (*Insert Category A/ B*). We confirm that:

1. We extend our full support in all respects for supply, warranty and maintenance of our product(s).
2. We have more than 100 Full Time Employees on the Payroll of the Company.
3. We have at least 03 (Three) Authorized Sales Partners in India.
4. We have a Functional Development/ Support/ Service Centre in India.
5. Offered Product/ Solution has been implemented in at least 02 (Two) office/ institutional/ commercial during the last 5 Years ending 31st March, 2020 (a copy of Purchase Order/ Work Order/ Contract Agreement/ Installation Certificate/ Commissioning Certificate in name of OEM or Authorized Partner is submitted herewith).

We also undertake that to meet the timelines defined in the Tender, we will ensure that offered product(s) are made available in scheduled time.

Dated the _____ day of _____, 20...

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person

SUPPLY & INSTALLATION OF IT NETWORKING & AV EQUIPMENTS AT CORPORATE OFFICE COMPLEX OF SECI	<u>NIT No.</u> <u>SECI/C&P/NIT/IT NETWORK & AV/042020</u>	<u>Page 67 of 97</u>	<u>Signature of Bidder</u>
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SECTION - VI

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The Bidder's scope of work shall include, but not limited to, the following, as per the specifications of this Bid document

1. System design & engineering, supply, installation, commissioning, configuration & integration of total solution for SECI as per the Bill of Material (BoM) given in the Scope of Work (SOW).
2. Transportation & delivery of the total equipment and associated items at site as per BOM.
3. Providing safety/ security of the equipment, installation materials & test equipment etc. during the shipment, storage, installation & commissioning, till the systems are handed over to SECI.
4. Providing comprehensive on-site warranty for the performance of all supplied items for the period of one year & technical support during the warranty period in accordance with the specifications as specified in the bid document. During the warranty period, any software upgradation of the supplied system will be done without any cost implication to SECI.
5. Under warranty, in case of any failure of the supplied items, the same shall be rectified/ restored as per the resolution time of the site from the placement of first service call without any cost implication.
6. Bidder shall arrange for the commissioning spares of all systems, sub-systems & equipment that may be required during the commissioning & warranty period separately at his own cost.
7. The bidder shall offer complete solution on turn-key basis involving all aspects of required components along with comprehensive responsibilities of installation, configuration, integration, commissioning & warranty support for the supplied equipment.
8. The equipment supplied by the Bidder shall be the proven new products of the respective OEMs with all necessary accessories and components to meet the scope requirement.
9. The Bidder shall fine tune all the equipment (both existing & supplied) for optimum performance in terms of effective throughput, security and reliability.
10. The bidder will have to supply, install & configure all the active devices like Layer 2/ Layer 3 switches, Firewall etc. for making the LAN operational at the site. The LAN IP addressing scheme, proxy configuration, creation of in-building VLAN for segregation between user departments, creation of VLAN/ VPN across buildings, configuration for all the LAN security issues. The bidder will also configure the client nodes for LAN.
11. All other items enumerated at Category B, C & D of BOQ namely Video Conferencing, VMS, Audio Video Systems, Wi-Fi solution & IP PBX System need to be configured & commissioned in SECI LAN.
12. The bidder will submit a post installation document "Hardware deployment document" which will include all above activities & details of equipment deployed with corresponding IP address, configuration & related policies implemented.

13. The bidder will be responsible for Preventive maintenance of all the components supplied and installed under their Work Order/ Purchase Order. The bidder will have to carry out the preventive maintenance exercise at least once in 6 months for active components.
14. The bidder will be responsible to facilitate the warranty services provided by the OEMs & provide troubleshooting support during contract period.
15. All equipment shall be manufactured in accordance with relevant ITU-T recommendations.
16. Equipment shall be of latest version (HW & SW) meeting the state of art technology. The system shall have capability for future enhancements in terms of equipping with advanced features with minimum changes in HW & SW.
17. The bidder should provide three wall mounting racks with lock & keys of minimum 9U at multipurpose room, board room & control room.
18. Equipment and all their associated items to be supplied under this contract shall be from OEM source.
19. All the equipment shall have its own regulated power supply with fuses, isolators, etc.
20. All equipment and sub equipment (sub system) supplied and installed shall be from respective OEM make and confirming to tender technical specifications failing which the Employer reserves the rights to cancel the LoA and revoke the PBG.
21. On completion of placement, Bidder shall get the Bill of Material checked and signed by SECI's Engineer-in-Charge, carry out the installation, and show the systems in working order to SECI's Engineer-in-Charge at site. The Bidder shall configure the systems as per the detailed discussions held at site with SECI Team.
22. On successful completion of the Installation of the system, Bidder shall submit the installation report along with system configuration report, to SECI. Installation report has to be submitted by the Bidder mentioning all the serial numbers of the supplied equipment.
23. Bidder shall bring all installation tools, accessories, special tools, spare parts etc. at his own cost, as required for successful completion of the project.
24. If during installation and commissioning any repairs are undertaken, Bidder shall arrange his own spare parts for such activities till such time the system has been finally accepted by SECI & the project is declared commissioned.
25. Bidder shall include all installation materials required for proper installation of the equipment. These shall include, but not be limited to, all connectors, inter bay and inter equipment cables, power distribution boxes, etc.
26. The Bidder shall ensure that no other equipment/ structure/ setup gets damaged due to their activities. Any damages if caused to SECI's property due to Bidder's negligence shall be passed on the Bidder's account.

27. Bidder shall be responsible for the complete supply, installation, integration with existing system, commissioning, training, documentation of the system and on-site warranty.
28. The quoted price shall include supply, installation, integration with existing system, commissioning, training, including project management, transportation, related civil, cabling, documentation, taxes, overloads, duties etc., necessary for providing the complete facilities and services as described in the tender document.
29. The bidder should not quote End-of-Life, End-of-Support and near End-of-Life or near End of Sale or near End of Support products as on date of bid submission.
30. All supplied materials/ items shall meet the requirements and specifications as defined elsewhere in the bid document. The design & workmanship shall satisfy the applicable standards, specifications contained herein and codes referred to. Wherever the technical specifications are mentioned in addition to those contained in the standard codes and specifications, those additional requirements shall also be satisfied.
31. Where it is mentioned in the specification that the Bidder shall perform certain work for completing the project in totality, it is understood that the Bidder shall do so at his own cost and contract price shall be deemed to have included cost of such performances and provisions, so mentioned.
32. During the course of execution of the work, if any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered which needs to be clarified, the matter shall be referred to SECI, who shall give their decision in the matter and the decision shall be final and binding.

BILL OF QUANTITY (BOQ)

The following provides indicative Bill of Quantity (BOQ) and Schedule of Supply.

1. **Category A** : IT networking Switches
2. **Category B** : IP PBX System and Telephone Instruments
3. **Category C** : Audio Video Systems
4. **Category D** : Miscellaneous
 - c. Visitor Management System
 - d. Wi-Fi Solution
 - e. Interactive Touch Display

COMPLETION SCHEDULE/ CONTRACT PERIOD

Bidder shall complete Supply, Installation and Commissioning as per Scope of Work within 06 (Six) Weeks from the date of issuance of NOA.

Delivery of all Items	04 Weeks from the date of issuance of NOA
Installation and Commissioning	02 Weeks from the date of Delivery

TRAINING

1. The successful bidder/ supplier shall be required to provide training to 02 - 03 members of Employer/ Owner as per OEM standards for a period of 03 - 04 days.
2. The successful bidder/ supplier shall carry out the detailed operational training covering the day-to-day operation, setting of parameters/ configurations.
3. Bidder shall provide documentation, materials, manuals, literature, etc. as required for proper training at his/her own cost. After the completion of the course, all such materials shall become the property of SECI. Travel & Accommodation for out station training if required shall be arranged by SECI for SECI's executives.

ONSITE WARRANTY

The system shall be guaranteed to give specified performance for a period of one year from the date of acceptance of the system by the owner. Bidder's engineers should be capable of troubleshooting and looking after the health of the system during the warranty period. Additionally, following shall also apply:

1. During the warranty, the bidder shall use his own instrument, spares, man-hours, communication facilities, hardware, software, materials, etc. for the rectification of any problem.
2. Bidder shall provide the total maintenance of equipment/ systems during warranty period at SECI office. It shall include free provision of spare parts, replacement of any hardware as and when necessary.
3. During warranty period besides service/ maintenance of Hardware, System Software and its Peripherals, all software/ firmware upgradation, removing viruses, bugs/ patches and services shall be provided at no additional cost by the vendor.
4. Support during on-site warranty will be NBD (Next Business Day). However, the maximum "turnaround time" for the rectification of the problem shall not exceed as defined in the SLA below.

(Turnaround time: From the time of placement of first service call to Bidder's representative until the system is restored fully to the satisfaction of the Owner.)

5. Supplier will maintain enough spares in India so as to provide satisfactory on-site comprehensive maintenance services during the warranty period.
6. All services, work, and deliverables will be performed by qualified personnel in a professional and workman like manner, in accordance with the level of industry standards. In addition, the Bidder warrants that performance of work will not violate any law, rules or regulations and Contactor will acquire all required permits and licenses.

SERVICE LEVEL AGREEMENT (SLA)

The maximum resolution time for any issue will be two working days. A penalty equal to 0.5% of the total contract value for delay by every day, will be levied to the vendor, for every incident not resolved within the stipulated time subject to maximum 5% of the total contract value.

Failure to comply with SLA on two or more occasions may lead to revocation of Performance Bank Guarantee (PBG).

BIDDER DATA REQUIREMENTS

The following documents should be enclosed by every vendor along with the Technical bids:

1. Catalogue of the product quoted along with their part numbers.
2. Necessary detailed technical specifications/write up highlighting the features of the sub-assemblies of the systems offered.
3. List of service centres located across India along with contact details.
4. Any other document which the vendor may feel necessary to support the product/ bid.
5. For all the parts/ controller cards/ devices, the make and model should be mentioned in the technical bid with complete details. The items quoted should be new, good quality and have latest hardware/ software version.

Annexure - A

HARDWARE TECHNICAL SPECIFICATIONS

Sl. No.	Detailed Specifications	Qty.
Category - A		
1	Supply, Installation & Commissioning Core Switch with switching capacity of minimum 1.4Tbps, forwarding performance of minimum 1Bpps with 32x 1/10G SFP+ ports plus 4x 40G QSFP+ ports from day 1, dual hot swappable internal power supply. Minimum 4GB internal DRAM and 128MB internal Flash memory, Minimum 96K MAC address. Switch should support advance layer 3 (RIPng, OSPF and BGP), Multicast Protocols. Switch should have ACL and quality of service (QoS) entries to make use of eight queues per port. Switch should have DoS protection, DHCP snooping, IPv4 and IPv6 Management. Switch should be managed with GUI, CLI via console, telnet or SSH. Switch should support stacking and managed from central controller/ manager. Switch should be UL, FCC and ROHS certified with 1 year NBD support.	2
2	Supply, Installation & Commissioning of 24 Port POE+ Access Switch with switching capacity of 128 Gbps, forwarding performance 95 Mpps, having 24 x 10/100/1000BASE-T PoE-plus(RJ45) with minimum PoE budget of 370W and 4x 10G SFP+ uplink ports . Switch should support stacking and managed from central controller/ manager. Should support internal redundant power supply. Minimum 1GB internal DRAM and 128MB internal Flash memory, Minimum 16K MAC address. IPv4 and IPv6 Management, Should have static Routes from day 1. Switch should be managed with GUI, CLI via console, telnet or SSH. One year NBD support and all other Cables should be included in Day 1. Switch should be UL, FCC and ROHS certified.	1
3	Supply, Installation & Commissioning of 48 Port POE+ Access Switch with switching capacity of 176 Gbps, forwarding performance 130 Mpps, having 48 x 10/100/1000BASE-T PoE-plus(RJ45) with minimum PoE budget of 740W and 4x 10G SFP+ uplink ports . Switch should support stacking and managed from central controller/ manager. Should support internal redundant power supply. Minimum 1GB internal DRAM and 128MB internal Flash memory, Minimum 16K MAC address. IPv4 and IPv6 management, Should have static Routes from day 1. Switch should be managed with GUI, CLI via console, telnet or SSH. One year NBD support and all other Cables should be included in Day 1. Switch should be UL, FCC and ROHS certified.	1
4	Supply, Installation & Commissioning of 24 Port Access Switch with switching capacity of 128 Gbps, forwarding performance 95 Mpps, having 24 x 10/100/1000BASE-T (RJ45) and 4x 10G SFP+ uplink ports. Switch should support stacking and managed from central controller/ manager. Should support internal redundant power supply. Minimum 1GB internal DRAM and 128MB internal Flash memory, Minimum 16K MAC address. IPv4 and IPv6 Management, Should have static Routes from day 1. Switch should be managed with GUI, CLI via console, telnet or SSH. One year NBD support and all other Cables should be included in Day 1. Switch should be UL, FCC and ROHS certified.	1
5	Supply, Installation & Commissioning of 48 Port Access Switches with switching capacity of 128 Gbps, forwarding performance 95 Mpps, having 24 x 10/100/1000BASE-T(RJ45) and 4x 10G SFP+ uplink ports. Switch should	7

	support stacking and managed from central controller/ manager. Should support internal redundant power supply. Minimum 1GB internal DRAM and 128MB internal Flash memory, Minimum 16K MAC address. IPv4 and IPv6 Management. Should have static Routes from day 1. Switch should be managed with GUI, CLI via console, telnet or SSH. One year NBD support and all other Cables should be included in Day 1. Switch should be UL, FCC and ROHS certified.	
6	Supply, Installation & Commissioning of 10 Gigabit Ethernet (SFP+) Multimode fibre transceiver 50/125 µm, OM3, distance 300m	4
7	Supply, Installation & Commissioning of Firewall with UTM (NGFW) with Anti-virus, IPS and web filtering capability. The device should have 4 X 10/100/1000 and 4 X 1G SFP ports (with 2 X MM Optics). The Firewall should have redundant power supply from day one, and should have 2 Free slots for various interface such as LTE and Ethernet SFP ports. Should have support for static Routing, RIPV1/V2, OSPF, BGP. Should support QOS with 802.1P and DSCP. Should support NAT, PAT, IPSEC and Zone based firewall. Should support Console, CLI, Telnet and SSH. Should have application identification and firewall capability and should have 1000 Active VLANS. Should support Active / Active and Active /Passive Clustering. Should provide advance threat and zero day protection .Should have 1 Gbps of IMIX Stateful firewall performance. Should have capability to integrate with threat intelligence platform with third party. Should have 3 years licenses and NBD support.	1

Category - B

A	Supply, Installation & Commissioning of IP PBX System	1
	02 ISDN PRI Trunk, Expandable up to: 500 Ports, Number of digital extensions: 16, Operator Console : 2, Analog P&T Lines: 4, 312 Analogue Extensions with Caller ID, IP and SIP network communication server, Integrated unified messaging with up to 24 ports per unit, Softphones and desk phones can be paired and used with a single extension number, which leads to improved work efficiency, The IP-PBX System should have Digital PCM/TDM (non-blocking) technology as well as systems based entirely on IP technology. Smartphones and tablet computers can also be seamlessly integrated, allowing you to enjoy all the benefits that working on your own device offers, Number of analog extensions: 312, Network: Completely 100% Non-Blocking Exchange, IP Compatible, ISDN Compatible, Universal Connectivity, Seamless mobility, IP, Digital and analog extensions, IVRS feature, System shall provide IP functionality to support IP extensions and trunks over SIP protocol, System shall have multiple port interfaces such as analog extension lines, Digital key, phone, IP Extension, C.O. Line, PRI and VoIP. All interface shall be in the form of expansion card and can be plugged in to the universal slots of the system as and when require in the future, Tone and Ringing: The System shall provide the standard tones and ringing current as in the Public Telephone Network as follows: Ringing, Ring back tone, Dial tone, Busy tone. Should have Automatic Route Selection facility to determine least cost route automatically based on class of service. Extension-to-Extension Dialling, Direct Outward Dialling, Provision of DID & DISA, Direct Outwards Station Access (DOSA), Direct Station Selection (DSS), Multi-Level Voice DISA, Access to Exchange Network, Privacy of Call, Class of Service, System should have provision for Automatic Last Number Redial up to 20 times on Junction Line. During night, when the board is shut, external lines should be linked to any pre-defined extensions. Provision for connection recorded voice/ answering to make available extensions to an incoming call without the help of operator. Flexible Numbering	

	<p>Scheme, Universal Port Configuration, Discriminate Ringing, Mixed Station Dialling, Programmable Class of Service, Presence: Extension Status- Idle, Ringing, On the phone, Status-User is logged in: User is logged in, but not operational for the time been, User is logged out, Absent Message: Available, Urgent only, will return soon, in a meeting, not at desk, Gone to home, Chat, Practical Management, Easy conference invitations, Easy call forwarding, Contact centre agent support, Creation of up to 8 conference groups of up to 32 people, User Friendly Operation, Automatic Call Back, IVRS Feature, Call Forwarding, Consultation Hold, Brokers Call, Automatic Call Transfer, Executive/Secretary, Executive Over-Ride, Access to Paging, Conference Call, Call Pick-Up, Call Re-Routing, Auto Call Disconnection, Dynamic STD Lock, Paging on Key Phone, Call Name & Extension number on Display (Internal CLI), Background Music, Auto-Answer / Auto-Off, Attendant's Console Features, The operator console should have soft/feather touch keys with easy to view display and busy lamp field for extensions. Answering an Incoming Call, Call Queuing, Serial Call, Call Waiting Display, Call Selection, Call Hold Facility, Setting Up External Calls, Trunk Offering, and Provision for Remote Supervisor Control, Night Service, Head Phone Connectivity, and IP PBX system should be Digital Microprocessor based stored program control with latest Software Version. It should have facility to connect Computer Terminal, Telephone, and Paging System through suitable Interface common to all such devices. The System shall be capable of working in a suitably ventilated non-air-conditioned environment. System design shall be immune to noise from various sources like power supplies, lighting system etc. All components should be rated for continuous operation of the system. It should be designed in such a way that any damage in any circuit/subassembly/assembly should be self-containing and should not be propagate to other parts of the system. Flexibility of opening & closing of limits & modification in class of service will be provided. There must be protection of IP PBX System from high voltage/current transient occurring on junction lines to the Exchange. All cards of the same type & design shall be interchangeable without necessitation special adjustments. System should be offered by the firm with Hot standby facility. Cabinet design shall provide for adequate ventilation to dissipate heat due to energy loss. The points for connecting supplies, the power supply to the different plug-in cards shall be standardized & mechanically interchangeable to prevent damage due to accidental interchange of cards. Sub-assemblies & printed cards in the equipment shall be suitably marked Identification of a type of card in its connector shall be possible without necessitation its removal. Any plug-in component shall be marked with sufficient information for its complete identification. All instruction labels or any other marking on the equipment shall be perfectly legible. Connecting cables between jacks shall be marked in their extremities with identical designation as on the fixed connection flanges. Fuses used shall have a suitable marking for the different rating to enable easy identification and replacement, Call Center Feature, Integration with Microsoft Outlook, Supervisor For Team, Provides real time and historical data of Automated call distribution system, Depicts picture of Call Distribution, Reveals agents efficiency, Depicts the Call Pattern, Agent wise service level Report, Detail Missed Call Information, Voice Logger for recording, Recorded conversations are stored in Agent-wise/ Extension-wise fashion, Secure access to application for Authorized user, to add prefix to recording, Supervisor Terminal - Monitoring Console showing Live status of process like Call in Progress, On Break, or Idle, live activity status display on screen Live View, MIS</p>	
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	Analysis & Reporting, real time and historical data of Automated call distribution system, picture of Call Distribution - Reveals agents efficiency, Depicts the Call Pattern, Agent wise service level Report, Detail Missed Call Information, 600 PAIR MDF	
B	Supply, Installation & Commissioning of IP Phone (Type-I)	1
	LCD Display 4.3 Inch Color, Auto LCD Backlight, Handset/Headset Mic Mute, Ethernet Ports: 2 x 10/100/1000, VoIP Security, LCD Contrast: 4 levels, Desk Mount Tilt, Power over Ethernet (PoE), Handset, Electronic Hook Switch Control Port, Audio Codec: G.722 / G.711 / G.729A, Speakerphone Mic Mute, Phone Directory: more than 100 entries, LCD Size: 480 x 272 pixels or higher, Programmable Keys (FF Keys) 48 (4 pages of 12 keys), Navigation Key, Speakerphone (HD) (Full Duplex), Volume Level (Handset/Headset/SP Phone) 6 levels, Bluetooth (Built-in), Peer-to-Peer Connection, NAT Traversal, IP Port Number Flexibility, Same make as the IP PBX System	
C	Supply, Installation & Commissioning of Digital Phone (Type-II)	5
	Message/Ringing Lamp, LCD Line 3, LCD Backlight (On/Automatic/Off), Headset Full Duplex, LCD Character 24, Electronics Hook Switch (EHS), Speakerphone (Full Duplex), External Expansion 1 XDP/DXDP port, FF Keys 24, Soft Keys 4, Redial, Flash/Recall, Hold, SP-Phone, Auto Answer/Mute, Auto Dial/Store, Transfer, Intercom, Pause, Conference, FWD/DND, Message, Navigator, Cancel, Auto Redial, Off-Hook Monitor, Handset/Headset Mic Mute, Speakerphone Mic Mute, Phone Directory, Feature Access, Outgoing/Incoming Call Log, Audio Codec Yes (G.711), System Programming, Electric Volume Handset 6 levels, Electric Volume Speakerphone 8 levels, Electric Volume Ringer 4 + Off, LCD Contrast 4 levels, Tones/Music Ring Tone 10	
D	Supply, Installation & Commissioning of Digital Phone (Type-III)	11
	Message/Ringing Lamp, LCD Line 1, LCD Backlight (On/Automatic/Off), LCD Character 16, Headset Full Duplex, Electronics Hook Switch (EHS), Speakerphone (Full Duplex), External Expansion 1 DXDP port, FF Keys 8, Redial, Flash/Recall, Hold, SP-Phone, Auto Answer/Mute, Auto Dial/Store, Transfer, Intercom, Pause, Conference, Message, 4-directional, Cancel, Redial, Off-Hook Monitor, Handset/Headset Mic Mute, Speakerphone Mic Mute, Phone Directory, Outgoing/Incoming Call Log, Audio Codec Yes (G.711), Electric Volume Handset 6 levels, Electric Volume Speakerphone 8 levels, Electric Volume Ringer 4 + Off, LCD Contrast 4 levels, Tones/Music Ring Tone 8	
E	Supply, Installation & Commissioning of Analog CLI Phones with Speaker	170
	LCD (7-Segment 2-Line) Display, Slim Design, Speaker phone, 30 Caller id memory, 5 Re-Dial Memory, Corded, Speed dialling, Caller ID Support, Adjustable Volume, alphanumeric keypad, TEC approved (copy to be enclosed)	
Category - C		
A	AV System - 60 Seater Multipurpose Room At Sixth Floor	
1	Supply, Installation & Commissioning of Ceiling Speakers: It should have Frequency Response: support from 60hz-20KHz, Woofer cone material: polypropylene, Dispersion : 180 degrees , Rated Maximum SPL : 104dB or better, Power Handling Capacity : low impedance-60Watts, 100V transformer tap-20-10-5watts, Nominal Impedance: Should have 16 Ohms, ABS plastic, 2 way loudspeaker system, woofer size:6.5 inch, Tweeter size: 1 inch, Make: Apart/ Sennheiser/ Aten/ Kramer/ Creston/ Shure	6

2	Supply, Installation & Commissioning of 418 MM or more Cardioid Condenser gooseneck Microphone with base/mike stand from same OEM, Gooseneck with integrated microphone capsule, ON/OFF switch, Outputs: XLR balanced, Make: Apart/ Sennheiser/ Aten/ Kramer/ Audio-Technica/ AKG/ Shure	2
3	Supply, Installation & Commissioning of Control System: On-board 512MB RAM & 4GB Flash memory, Expandable storage up to 1TB. Should have Minimum One RS-232/422/485 COM, Two RS-232 COM ports, Should have Minimum 8 IR/Serial ports for one-way control of external devices, Should have Minimum eight Digital I/O ports, Should have Minimum eight relays, Should have Minimum Ethernet monitoring and control, IPv6 ready, Make: Apart/ Sennheiser/ Aten/ Kramer/ Crestron/ Shure/ AMX/ Extron	1
4	Supply, Installation & Commissioning of Controller app with Tablet: Display Size: 10" or higher, Resolution: HD (2560x1600) or higher, CPU: 1.7 GHz Octa Core or higher, 6GB RAM or higher, 128GB Internal Storage or higher, Expandable up to 1TB Micro SD, Android 7.1 Nougat or latest, Camera Front: Front - 8 MP or higher, Rear - 13 MP Auto Focus, Wi-Fi / Wi-Fi hotspot, GPS, USB, Bluetooth 4.0 or latest, Fingerprint Sensor, Accelerometer, Gyro Sensor, Geomagnetic Sensor, 7000 mAh or higher battery, 3.5mm Jack, controller App	1
5	Supply, Installation & Commissioning of Wi-Fi Router, Simultaneous dual band 2.4 GHz & 5 GHz, Five (5) 10/100/1000 (1 WAN and 4 LAN) Gigabit Ethernet ports with auto-sensing technology, 802.11 b/g/n/ac Supported	1
B	AV System - 50 Seater Board Room At First Floor	
1	Supply, Installation & Commissioning of Table Top Chairman Unit: Digital Conference unit with Microphone On/Off push button with chairman priority, The unit shall provide two buttons as control keys to cancel/mute microphones. Delegate Off push button for switching off all active delegate microphone, Delegate Off LED Indicator for all active delegate microphones off, Speak LED indicator for chairman microphone on. Compact design, long gooseneck microphone with length of $\geq 15"$ to $\leq 24"$ with a super-cardioid capsule, twin loudspeakers, cabling via RJ45 sockets, DSP limiter, Priority and Next-Key for delegate control, with anti-theft, 3.5mm headphone output jack, Make: Apart/ Sennheiser/ Aten/ Kramer/ Brahler/ Shure	1
2	Supply, Installation & Commissioning of Table Top Delegate Unit: Digital Conference unit with Microphone On/ Off Push button to activate/Deactivate the microphone "Request" LED Indicator for microphone Compact design, should include long gooseneck microphone with length of $\geq 15"$ to $\leq 24"$ with a super-cardioid capsule twin loudspeaker, DSP limiter, Unit shall include 3.5 mm headphone output jack, cabling via RJ45 sockets, Make: Apart/ Sennheiser/ Aten/ Kramer/ Brahler/ Shure	14
3	Supply, Installation & Commissioning of Digital discussion central control unit: supplies up to 40 and controls up to 350 discussion units, USB Conference recording, Graphical user menu, Electronically balanced XLR In- and Output, should support 8 open microphones, Four different microphone operating modes should be supported: Automatic, First-In/First-On (FIFO), Direct Access, Push to talk, Override and Manual, Open Media Control Protocol over Ethernet, Should be able to support recording on an individual delegate or on an individual channel basis record minutes of Meeting, Should come with Integrated software package to control meeting which can be used directly by connecting a Screen, Mouse and Keyboard to the controller or by third party pc which should be bundled with the controller, Permanent malfunction monitoring and error diagnostics, Make: Apart/ Sennheiser/ Aten/ Kramer/ Brahler/ Shure	1

4	Supply, Installation & Commissioning of Conferencing Processor with AEC12 Analog Inputs (with 48v Phantom Power per Channel), 8 Analog Outputs, Configurable Signal Processing, 12 Channels of Acoustic Echo Cancellation(AEC) Processing with Auto Gain Control and Noise Cancellation, Rich Palette of Processing and Logic Objects, 48 Channel, Low Latency, Fault Tolerant Digital Audio Bus, Clear Front Panel LED Indication, Bi-Directional Locate Functionality, 12 Control Inputs and 6 Logic Outputs for GPIO Integration, Make: Sennheiser/ Aten/ BSS/ Symetrix/ Kramer/ Biamp/ Shure	1
5	Supply, Installation & Commissioning of Ceiling Speakers: It should have Frequency Response: support from 60hz-20KHz, Woofer cone material: polypropylene, Dispersion : 180 degrees , Rated Maximum SPL : 104dB or better, Power Handling Capacity : low impedance-60Watts,100V transformer tape-20-10-5watts, Nominal Impedance: Should have 16 Ohms, ABS plastic, 2 way loudspeaker system, woofer size:6.5 inch, Tweeter size: 1 inch, Make: Apart/ Sennheiser/ Aten/ Kramer/ Shure/ Crestron	6
6	Supply, Installation & Commissioning of Control System: On-board 512MB RAM & 4GB Flash memory, Expandable storage up to 1TB. Should have Minimum One RS-232/422/485 COM, Two RS-232 COM ports, Should have Minimum 8 IR/Serial ports for one-way control of external devices, Should have Minimum eight Digital I/O ports, Should have Minimum eight relays, Should have Minimum Ethernet monitoring and control, IPv6 ready, Make: Apart/ Sennheiser/ Aten/ Kramer/ Crestron/ Shure/ AMX/ Extron	1
7	Supply, Installation & Commissioning of Controller app with Tablet: Display Size: 10" or higher, Resolution: HD (2560x1600) or higher, CPU: 1.7 GHz Octa Core or higher, 6GB RAM or higher, 128GB Internal Storage or higher, Expandable up to 1TB Micro SD, Android 7.1 Nougat or latest, Camera Front: Front - 8 MP or higher, Rear - 13 MP Auto Focus, Wi-Fi / Wi-Fi hotspot, GPS, USB, Bluetooth 4.0 or latest, Fingerprint Sensor, Accelerometer, Gyro Sensor, Geomagnetic Sensor, 7000 mAh or higher battery, 3.5mm Jack, controller App, controller App	1
8	Supply, Installation & Commissioning of Wi-Fi Router, Simultaneous dual band 2.4 GHz & 5 GHz, Five (5) 10/100/1000 (1 WAN and 4 LAN) Gigabit Ethernet ports with auto-sensing technology, 802.11 b/g/n/ac Supported	1
C	Supply, Installation & Commissioning of Video Conferencing System (with 1 HD Camera and 1 Mic)	1
	The endpoint should have upgrade capability of min 1+5 sites for an inbuilt multipoint call with advanced audio & video transcoding and rate matching	
	Video	
	Video Standards: H.263, H.264 AVC, H.264SVC, H.264 high profile	
	Video Frame Rate: Min 30fps with min 1080p resolution	
	Feature for sending and receiving two live simultaneous video sources in a single call, Local Auto layout feature	
	H.239 for data sharing	
	Video O/P: Min 02 Video Output Format 1 HDMI, 1 Display Port with dual support	
	Feature to display the main video on one HD screen / projector and the presentation/dual video on the other HD screen/ projector.	
	Video I/P: Min 02 Video HDMI inputs	
	Data Characteristics: Data Inputs Via HDMI, Wireless USB	
	Audio	
	Audio standards supported: G.711, G.722, G.722.1, AAC-LD	

	Noise Reduction, Automatic Gain control, Acoustic Echo Cancellor, Active Lip synchronization	
	Audio I/P: Min 03 inputs, Balanced Audio, USB Line	
	Echo Cancellation	
	Mic pickup from a min distance of 8ft	
	Audio O/P: Min 02 Outputs, Balanced Audio, USB Line, 01 HDMI main audio output	
	Should have 02 USB port to connect external devices	
	Network	
	At least 1 LAN and Ethernet--10/100/1000 Mbps full duplex Min 01 USB port	
	Should have support for IPV4 and IPV6	
	Camera	
	½.7" CMOS Vertical Angle of View :44.8 deg. -3.9 deg. Horizontal Angle of view: 72.5 deg.-6.9 deg.	
	1920 x 1080 pixels progressive @ minimum 60fps	
	Minimum of 12 x Zooms, Vertical Rotation Range -30° + 90°/ Horizontal Rotation Range ± 90° capability or better	
	Automatic or manual focus/brightness/white balance	
	The camera and codec should be from the same manufacturer	
	Directory Services	
	Should support Local and Global directories	
	Should support LDAP	
	Security	
	Menu administration password protected system	
	ITU-T standards based Encryption of the video call	
	Call should be encrypted end-to-end on IP	
	Should support Standards-based: H.235 v2 & v3 and AES Encryption via Automatic key generation and exchange. The same should be available in a call with Video with presentation (dual video)	
	Ability to manually turn encryption On or OFF should be there	
	IP & SIP Features	
	The endpoints must support SIP in addition to H323 protocol. Calls can be made on SIP or H323 without having to restart or reconfigure the endpoint	
	Must support data sharing capability in calls for dual stream transmit and receive	
	Support for H.245 DTMF tones in H.323	
	Auto Gatekeeper discovery	
	Standards based- Packet Loss Recovery feature on H.323 call	
	Auto Network Address Translation(NAT) support	
	IP adaptive bandwidth management (including flow control)	
	Recording, Formats: MP4, WMV, Storage options: Local, External, Network NAS	
	Streaming, Format: RTSP- Unicast and multicast streaming	
	Power	
	Auto-sensing power supply 120-240V AC, 50/60Hz	
Category – D		
A	Wi-Fi Solution	
1	Supply, Installation & Commissioning of Wireless Access Points	20
	Access Points (AP) must have radios to support 2.4Ghz and 5Ghz channels with 2X2 MU-MIMO supporting 2 spatial streams with a throughput of up to 1.5Gbps. Should Support Spectrum Intelligence, Access point should have a	

	<p>Multi-Gigabit link that can support at least 2.5Gbps of throughput. Should be capable of Band Steering, Should have 2.4 GHz & 5 GHz dual-band WIDS/WIPS, spectrum analysis & location analytics radio, High Density 3x3 MIMO with 3 special stream, Latest 802.11 a/b/g/n/ac Wave 2 AP, 2 x Gigabit PoE ports, operates on 20/40/80/160 MHz, 48V PoE IEEE 802.3 AF/AT compliance, Managed by Controller with unlimited License of AP Management, Should support Way finding within covered areas to start with. AP should support virtual BLE technology, Should support automatic RF optimization, VPN pass-through, IP Security (IPSec), PPTP, IP-Filtering, Layer 2 Tunneling Protocol (L2TP/LWAP/CAPWAP/GRE), Flexible guest access with device isolation, Captive portal and guest accounts, Rogue Access Point detection and prevention (WIDS & WIPS), MAC address authentication, X.509 digital certificates, Load Balancing, Channel Bonding, WAN Protocols: Static IPv4/v6, DHCP client v4/v6, Auto Channel Selection, Ability to simultaneously serve clients and monitor RF environment, Radio Resource Management for power and channel, Management: Standalone (via mobile app or GUI) or through appliance-based WLC and EMS or cloud-based, QOS 802.11e WMM, 802.11r- fast roaming and fast handover, Per User bandwidth shaping, Maximal ratio combining (MRC) and beamforming support, Processor: Qualcomm QCA9563 + QCA9880 + QCA8334, Should have an IOT interface on Board, Should support internal antenna & external antenna, AP should support 0 to 40 degrees Celsius. Should have following compliance's: - CE Mark UL 60950-1, UL 2043,</p>	
2	Supply, Installation & Commissioning of Wi-Fi Controller	1
	<p>Should be capable of supporting 500 concurrent users, Unlimited offline users, Wired/Wireless Gateway, Captive Portal, Built-in RADIUS/AAA, Load Balancing and Failover, On-board User Management, DHCP Server, Time based access control, Dynamic speed allocation based on load, Auto sensing unfair usage practices, Contention Ratio Allocation, Group based policy enforcement, Branded Captive Portal, Mobile friendly and fully customized captive portals, Supports all access methods, Social Media Integration, SMS/OTP Authentication, On-board or external portal hosting, Simple, template based designs, SNAC based BYOD implementation, Binding username with registered devices, Automatic MAC login, Force Authentication, Approval or audit of registered BYOD, Limiting access to server pool, Group based routing, Guest traffic isolation, Per user usage reports, Graphical summary of bandwidth usage, Network Monitoring Report, Summary reports of system health, User Accountability, User Activity Logs, Diagnostic tools, Per user rate limiting, Group based bandwidth limiting, Daily upload/download quota, Fair usage enforcement, Session Restrictions, Automatic bandwidth shaping, Port based bandwidth policies, WAN Aggregation and load balancing, Group based content filtering, P2P/Torrent Control, Web logging and tracking, KYC enforcement, Errant user isolation, Integrates with remote syslog server, Auto discover access points, AP Provisioning, Centralised configuration management, Rouge AP Detection, 24x7 AP Monitoring, Outage Alerts, Approval based registration, Automatic MAC Binding, MAC Filtering, Time based access rules, Multiple Login methods, Domain Management, Remote Access Management, Hotspot Advertisement, WISPr Compliant, Prioritize packet based on traffic rules, Isolate guest traffic from private network, Intuitive self-service portals for users, Vary user speed based on current load, Locally hosted captive portal, Automated Email Templates, Username and Password Authentication, Two-factor (SMS) Authentication, Two-factor/SMS/OTP login, Form Factor: 1U Rackmount, Static</p>	

	& Dynamic Routing, DNS & DHCP Server, Layer 2 isolation, VLAN Tagging, SNMP v2c support, NTP (RFC 1305) support, Users, 4 LAN Port – Gigabit Rx/Tx, 2 WAN Port – Gigabit Rx/Tx, 3G/4G USB, 2 USB Ports, 1 Serial Port, 1 VGA Port	
B	Supply, Installation & Commissioning of Visitor Management System	
1	Hardware: Android base tablet with Thermal Receipt Printer with MS Metal body Kiosk with One Year Warranty:- Display Size: 10" or higher, Resolution: HD (2560x1600) or higher, Full Capacitive Touch Screen, CPU Type: 1.7 GHz Octa Core or higher, 6GB RAM or higher, 128GB Internal Storage or higher, Expandable up to 1TB Micro SD, Android 7.1 Nougat or latest, Camera Front: Front - 8 MP or higher, Rear - 13 MP Auto Focus, Wi-Fi / Wi-Fi hotspot, GPS, USB, Bluetooth 4.0 or latest, Fingerprint Sensor, Accelerometer, Gyro Sensor, Geomagnetic Sensor, 7000 mAh or higher battery, 3.5mm Jack. And Fixed thermal print head, 203 dots per inch, Print speed: up to 90 lines per second (12" per second, 300mm per second), Rotary knife, Supports both 80mm and 58mm media rolls, Single cash drawer connector supporting one to two drawers, Two-color printing option, "Paper low" and "paper out" sensors, Thermal print head failure detection, Low power consumption modes, Horizontal and vertical mounting orientation with low paper sensor, Customizable logos and characters set in RAM, Auto speed adjustment for smoother printing, Unicode mode support (UTF-16)	2
2	Software/Application: Visitor Check-In Verification through OTP, Visitor Check-Out, Visitor to fill up required details, Visitor Photo Capture, Digital Gate Pass for Visitors, Instant printing of visitor pass with all the relevant information, Host Gets Instant Notification via SMS of Visitor's Check-In, Re-Visit for Visitors, Track Check-In & Check-Out time of visitors, Generate Daily, Weekly, Monthly visitor report, Unlimited Visitors, Pre- Appointment Feature, Integrates with Calendar, MS Outlook and Google Mail integration for schedule meetings, invite attendees, book rooms.	1
C	Interactive Touch Display	
	Supply, Installation & Commissioning of UHD 4K Professional Display 55" or higher diagonal size, Integrated Touch with movable stand, Panel Technology-VA Type:60Hz New Edge, Resolution: 3840*2160 /4K Brightness(Typ.): 350 Nits, Operation Hour: 16/7, Contrast Ratio(Static): 4000:1 or higher, Viewing Angle: 178:178, Type: Built in Speaker (10Wx2), Control: Touch Input, RS232C, No of Drawing: Multi writing up to 4, Other Features: Auto Rotation, Screen Mirroring, mobile mirroring, support Passive Pen, Tizen, Sensor based, Convenient pen holder, 8GB or higher Internal Storage and Multi Touch/In, Processor: Quad(1.7GHz) or higher, On-Chip Cache Memory:L1 (I/D) : 32KB / 32KB L2 (Unified) : 1MB, Clock Speed: 1.7GHz CPU Quad or higher, Protection Glass, Video Decoder : MPEG-1/2/4, H.263, H.264/AVC, UHD H.264/AVC, VC-1, AVS+, HEVC, JPEG, PNG, VP8, VP9, Audio Decoder : AC3 (DD), MPEG	2

Annexure – A1

SECTION COMPLIANCE SHEET

Sr. No	Item Description	UOM	Qty.	Proposed Make	Proposed Model
Category – A					
1	Core Switch	NO	2		
2	24 Port POE+ Access Switch	NO	1		
3	48 Port POE+ Access Switch	NO	1		
4	24 Port Access Switch	NO	1		
5	48 Port Access Switches	NO	7		
6	10 Gigabit Ethernet (SFP+) Multimode fibre transceiver	NO	4		
7	Firewall with UTM	NO	1		
Category – B					
8	IP PBX System	NO	1		
9	Digital Phone (Type-I)	NO	1		
10	Digital Phone (Type-II)	NO	5		
11	Digital Phone (Type-III)	NO	11		
12	Analog CLI phones with speaker	NO	170		
Category – C					
A	AV System - 60 Seater Multipurpose Room At Sixth Floor				
13	Ceiling Speakers	NO	6		
14	Gooseneck Microphone	NO	2		
15	Control System	NO	1		
16	Controller app with Tablet	NO	1		
17	Wi-Fi Router	NO	1		
B	AV System - 50 Seater Board Room At First Floor				
18	Table Top Chairman Unit	NO	1		
19	Table Top Delegate Unit	NO	14		
20	Digital discussion central control unit	NO	1		
21	Conferencing Processor	NO	1		
22	Ceiling Speakers	NO	6		
23	Control System	NO	1		
24	Controller app with Tablet	NO	1		
25	Wi-Fi Router	NO	1		
C	Video Conferencing System (VC)				
26	Video Conferencing System (with 1 HD Camera and 1 Mic)	NO	1		

Category – D					
A	Wi-Fi Solution				
27	Wireless Access Points	NO	20		
28	Wi-Fi Controller	NO	1		
B	Visitor Management System (VMS)				
29	Android base tablet with Thermal Receipt Printer with MS Metal body Kiosk	NO	2		
30	Software/Application for VMS	NO	1		
C	Interactive Touch Display				
31	UHD 4K Professional Interactive Touch Display	NO	2		

We hereby confirm that above proposed make & model is complied with product specifications as per Annexure - A of this tender.

Thanking you,
We remain,
Yours faithfully,

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

Annexure - B

CHECK LIST FOR BANK GUARANTEES

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. on the BG?	
5.	Is each page of BG duly signed/ initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the NIT Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LOI No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of NIT documents?	
10.	In case BG has been issued by a Bank other than those specified in NIT Document, is the BG confirmed by a Bank in India acceptable as per NIT documents?	

Annexure - C

LIST OF BANKS

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
NATIONALISED BANKS	27. MIZUHO BANK, Ltd.
1. Allahabad Bank	28. Krung Thai Bank Public Company Ltd.
2. Andhra Bank	29. Antwerp Diamond Bank N.V
3. Bank of India	30. Australia And New Zealand Banking Group Limited
4. Bank of Maharashtra	31. Sumitomo Mitsui Banking Corporation
5. Canara Bank	32. American Express Banking Corporation
6. Central Bank of India	33. Commonwealth Bank of Australia
7. Corporation Bank	34. Credit Suisse A.G
8. Dena Bank	35. FirstRand Bank Ltd.
9. Indian Bank	36. Industrial And Commercial Bank of China Ltd.
10. Indian Overseas Bank	37. JSC VTB Bank
11. Oriental Bank of Commerce	38. National Australia Bank
12. Punjab National Bank	39. Rabobank International
13. Punjab & Sind Bank	40. Sberbank
14. Syndicate Bank	41. USB AG
15. Union Bank of India	42. United Overseas Bank Ltd.
16. United Bank of India	43. Westpac Banking Corporation
17. UCO Bank	44. Woori Bank
18. Vijaya Bank	45. Doha Bank Qsc
19. Bank of Baroda	
20. EXIM Bank	4. SCHEDULED PRIVATE BANKS
2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	3. Axis Bank Ltd.

1. Bank of America NA	4. ICICI Bank Ltd.
2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. Societe Generale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. Crédit Agricole Corporate and Investment Bank	17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd
18. HSBC Bank Oman S.A.O.G	21. IDFC Bank
19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank, National Association	
21. State Bank of Mauritius Ltd.	
22. BANK of CEYLON	
23. BANK INTERNASIONAL INDONESIA	

Note: In addition to the banks listed above, the bidder can furnish the Bank Guarantees towards EMD/ PBG issued by any Scheduled Commercial Bank as per RBI.

BANK DETAILS OF SECI

A. DETAILS OF BENEFICIARY/ ACCOUNT HOLDER

Name of Beneficiary	Solar Energy Corporation of India Limited
Address	D-3, 1 st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017
Contact Number	Telephone : 0091 11 71989200
E-mail ID	finance@seci.co.in

B. BANK DETAILS

Bank Name	ICICI Bank
Branch Address	9A, Phelps, Connaught Place, New Delhi - 110 001
Beneficiary Account No.	000705049826
Beneficiary Account Name	Solar Energy Corporation of India Ltd
Type of Bank Account	Current Account
MICR Code of the Bank	110229002
IFSC Code of the Bank	ICIC0000007

Annexure - D

SPECIAL INSTRUCTIONS TO BIDDERS FOR
e-TENDERING

GENERAL

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

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Solar Energy Corporation of India Limited (SECI)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

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

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- a) Query to SECI (Optional)
- b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries
10. Participate in e-Reverse Auction if invited

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

Digital Certificates

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

Registration

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

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

Important Note:

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

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

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ISN-ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)
Email-ID	support@isn-ets.com (Please mark CC : support@electronic tender.com)

Some Bidding Related Information for this Tender (Sealed Bid)

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

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 11.I, Section-III, Instructions to Bidders (ITB) of NIT documents, failing which the technical bids will not be opened.

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

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

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

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

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If variation is noted between the information contained in the ElectronicForms™ and the 'Main-Bid', the contents of the ElectronicForms™ shall prevail.

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

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

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

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

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

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

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

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

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

Annexure - E

TERMS & CONDITIONS OF e-REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), SECI shall resort to “e-REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in NIT Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. At least one week prior to e-Reverse Auction (e-RA), an advance intimation regarding the date and time of the e-RA will be sent by e-mail to all the Bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the Bidders that they have been shortlisted for e-RA. Further at least two hours before the schedule start time of e-RA, final intimation for participation in the e-RA will be sent to all those Bidders only who meet the criteria.
2. Shortlisted Bidders for e-RA will be able to login into the ETI website of e-RA 15 minutes before the start time of e-RA.
3. During the 15 minutes prior to start of the e-RA process, the respective Total Evaluated Bid Value (TEBV) of the Bidder shall be displayed on its window.
4. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
5. The minimum decrement value for TEBV shall be INR 100,000/- (Indian Rupees One Lac Only). The Bidder can mention its revised discounted TEBV which has to be at least INR 100,000/- less than its current TEBV.
6. Bidders can only quote any value lower than their previous TEBV taking into consideration the minimum decrement value as mentioned in the previous clause. However, at any stage, increase in TEBV will not be permissible. Bidders can improve their ranking by quoting the TEBV lower than the lowest quoted TEBV by any other particular bidder. The methodology “Beat the L1” will be adopted for conducting e-Reverse Auction.
7. In the Bidder’s bidding window, the following information can be viewed by the Bidder:
 - a. Its TEBV as the initial start price and there after last quoted TEBV.
 - b. The list of all the Bidders with their following details: Pseudo Identity and last quoted TEBV.

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8. In case of a tie among two or more Bidders (i.e. their last quoted TEBV being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others.

In the above case, if the time of quote also become exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:

Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step 2: Ranking will be done based on draw of lots.

9. In all cases, SECI's decision regarding selection of Bidder through e-Reverse Auction or other- wise based on TEBV or annulment of tender process shall be final and binding on all participating bidders.
10. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
11. Business rules for e-Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
12. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
13. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
14. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
15. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
16. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
17. Bidders should also note that:

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- a) Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
- c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
- d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the NIT document.
- e) Order finalization and post order activities such issue of NOA/ LOI/ LOA, signing of Contract Agreement etc. would be transacted directly between successful bidder(s) and SECI.
- f) NOA/ LOI/ LOA shall be placed outside the ETS e-portal & further processing of the NOA/ LOI/ LOA shall also be outside the system.
- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - D of the NIT document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) SECI will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

18. For access to the Reverse Auction site, the following URL is to be used:
<https://www.bharat-electronictender.com>

19. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in NIT documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

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Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	1 Hour
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	60 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Lowest Total Evaluated Bid Value (TEBV) quoted by the bidders in Financial Bid (Second Envelope)
5.	Minimum Decrement Value	INR 100,000/- (Indian Rupees One Lac Only)

Online Reverse Auction shall be conducted by SECI on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by SECI. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. SECI shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantum/ Price of projects being auctioned, auction rules etc.

SECI reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

SECI shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of SECI shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the NIT document and other correspondences, if any, till date.