



Solar Energy Corporation of India Limited
(A Government of India Enterprise)
CIN: U40106DL2011GOI225263

6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023

Open Tender

For

**Engagement of agency for Fitting and Installation of
Outdoor Hoardings of PM Kusum Scheme on behalf of
MNRE**

At

**District, Block and Panchayat Level of Tamil Nadu and
Odisha States**

Tender No. [SECI/C&P/MI/00/0002/2021-22](#)

Dated: 01.02.2022

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DISCLAIMER

1. Though adequate care has been taken while preparing the tender 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 immediately. If no intimation is received from any bidder within **10 (Ten) days from the date of issuance of Tender 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 tender document has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. All rights reserved. No part of this document may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of SECI, except in the case of brief quotations embodied in critical reviews and certain other non-commercial uses permitted by copyright law.

Place: New Delhi

Date: 01/02/2022

SECTION I

INVITATION FOR BIDS (IFB)

Engagement of agency for Fitting and Installation of outdoor Hoardings of PM Kusum Scheme on behalf of MNRE in the States of Tamilnadu & Odisha



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



Tender No: SECI/C&P/MI/00/0002/2021-22

Date: 01/02/2022

Solar Energy Corporation of India Limited (hereinafter called "SECI"), invites bids from the eligible Bidders/Firms/Agencies to participate in the Tender for "Engagement of Agency for Fitting and Installation of outdoor Hoardings of PM Kusum Scheme on behalf of MNRE in the States of Tamilnadu & Odisha".

For the implementation of above-mentioned work, Bidders/Firms/Agencies should submit their Techno Commercial & Price Bids/proposals complete in all respect in separate sealed covers, super-scribed with "Engagement of Agency for Fitting and Installation of outdoor Hoardings of PM Kusum Scheme on behalf of MNRE in the States of Tamilnadu & Odisha" at the following address so as to reach on or before 1400 HRS on 22th February, 2022 positively to

Sh. Umesh Patidar (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2, East
Kidwai Nagar, New Delhi-110023
Telephone: 01124666200, Extension 366
E mail: contracts@seci.co.in

Bidder shall submit the Tender proposal, complete in all respect as per the Bid Information sheet.

1. The complete Bidding Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com>, Central Public Procurement portal (CPPP) of GoI at www.eprocure.gov.in as well as on SECI's website <http://www.seci.co.in>. However, for the purpose of participation, the official copy of the bidding documents shall only be downloaded from SECI's e-tendering portal at <https://www.bharat-electronictender.com>, as per the provisions available therein. Accordingly, the online bid also has to be uploaded by the respective bidders at <https://www.bharat-electronictender.com> only & no other mode of participation is permitted for this tender document other than ISN-ETS Portal.
2. Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com India Pvt Ltd (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 bidding documents.

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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 till the last date of the Bid Submission.

For proper uploading of the bids on the portal namely <https://www.bharatelectronicstender.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 Ltd (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 uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

3. 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, SECI is unable to open the Bids with the given pass-phrase provided by the bidders, 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 whatsoever 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.

4. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of ISN-ETS at <https://www.bharat-electronicstender.com> and as indicated in the Bid Information Sheet.
5. Bidder shall submit bid proposal along with non-refundable Tender Processing Fees, Earnest Money Deposit (EMD) if applicable/ Bid Securing Declaration complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in offline/ online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fees and Earnest Money Deposit (EMD, if applicable) or Bid Securing Declaration 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.**
6. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of ISN-ETS at <https://www.bharat-electronicstender.com>. **It is mandatory to download official copy of Tender Document from ISN-ETS Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on ETI site. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETI site. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on ETI site shall prevail.**
7. EMD/Bid Securing Declaration shall be enclosed in a sealed envelope and shall be submitted in

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the office of Employer (offline) whose mailing address is mentioned in the Bid Information Sheet.

8. Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of Work Order (WO) by the Owner.
9. The detailed Qualifying Requirements (QR) are given in the section-III, "Qualifying Requirement".
10. ***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.***

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 differences between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

BID INFORMATION SHEET

The brief details of the tender are as under:

(A)	BRIEF SCOPE OF WORK	<p>The contractor is required to engage in the work of “Fitting and Installation of outdoor Hoardings of PM Kusum Scheme on behalf of MNRE in the States of Tamilnadu & Odisha”.</p> <ol style="list-style-type: none"> a. Fitting and Installation of outdoor display board on PM-KUSUM at District, Block and Panchayat Level of Tamil Nadu and Odisha. b. Signage Display Board 10'x6 MS Pipe 2"x2", Primer and colour coating, Welding Fitting 1'X2' Concrete Base, Flex Print (Back Black), Transportation, Fitting, Installation, Handling of ROW issues along with Maintenance for 06 months. c. Hoardings to be displayed in local/vernacular language. d. The hoardings would be displayed at prominent locations in Tamil Nadu and Odisha having good visibility such as District Collectorates, Agriculture & Sub-Agri Extension Centres (Blocks) and TANGEDCO – Cash Collection centres & Section offices (Villages). e. The Agency has to submit daily/ weekly report on display of hoardings mentioning District/block/panchayat, Exact location, landmark, and size of the hoarding etc. The Agency has to submit the report along with soft copies of photographs with geo-tagging (one close shot to confirm display and one long shot to establish location) of each location. f. All the equipment/tools required to carry out the above work should be arranged by the vendor. g. The hoardings installed by the supplier shall be in accordance with the bye-laws of the local Municipal Corporations or local bodies of State Government of Tamil Nadu and Odisha. All co-ordinations with local state Government offices/Panchayats/ locals/Agri departments etc., will be in the scope of supplier. h. The tentative quantity of hoardings is approximately 3199 in no. The exact location and list of Districts, Blocks and Panchayats where hoardings are to be installed shall be intimated later to the successful agency. i. The Agency to liaison with Ministry of New & Renewable Energy/ State Govt./ UT Administration/Local Municipal Authorities regarding hoarding display. j. In case of any damage to Flex of Hoarding(s) due to any reason, the agency has to replace the same immediately without any extra cost to SECI and submit the proof by sending the photographs of the replaced hoarding. k. For all safety measures during installation any injury/mishap to persons etc. is responsibility of agency and its Associates. SECI has no responsibility towards this aspect.
(B)	SPECIFICATIONS	<p>Flex Board: Size 10 ft x 6 ft</p> <ol style="list-style-type: none"> a. For Outer frame, 1-inch square pipe with approx. weight 7.5 kg per length of 19 feet length. Total running ft required for outer frame for one board is approx. 44 running feet and finished

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		<p>with black paint to avoid rusting.</p> <p>b. For the leg of the board, 2 nos. of iron poles weighing 15 kg per length of 19 ft length with total no of pipe length adding to 28 running feet and finished with black paint to avoid rusting.</p> <p>c. Ground clearance of 6ft is to be provided and 2ft digging with concrete finish is to be done as shown in drawing below.</p> <p>d. Star flex with high quality printing with black background is to be used.</p> <p>e. Bolt and nut system shall be used to fix the Board together.</p>				
(C)	TENDER NO. & DATE	SECI/C&P/MI/00/0002/2021-22 dated 01.02.2022				
(D)	SOURCE OF FUNDS	-				
(E)	TYPE OF TENDER	Open Tender				
(F)	BIDDERS ELIGIBLE FOR BIDDING	This bid is open to bidders from within the Owner's/Employer's country only.				
(G)	COMPLETION/ CONTRACT PERIOD	45 days				
(H)	COST OF BIDDING DOCUMENTS	Free of cost				
(I)	TENDER PROCESSING FEE	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td> <td>Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td></td> </tr> </table> <p>Amount: INR 25000/- (Indian Rupees Twenty-Five Thousand only) inclusive of GST @ 18%</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(J)	EARNEST MONEY DEPOSIT (EMD)	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td> <td>Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td></td> </tr> </table> <p>Amount: INR 8,00,000 (Indian Rupees Eight Lakhs only).</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(K)	CONTRACT PERFORMANCE SECURITY					

Engagement of agency for Fitting and Installation of outdoor Hoardings of PM Kusum Scheme on behalf of MNRE in the States of Tamilnadu & Odisha



			APPLICABLE	Yes	
			NOT APPLICABLE		
(L)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	<u>22.02.2022 up to 1400 HRS</u>			
(M)	OFFLINE & ONLINE BID OPENING	<u>22.02.2022, 1600 HRS onwards</u>			
(N)	FINANCIAL BID OPENING	To be intimated after the shortlisting of Techno Commercial Bids			
(O)	CONTACT DETAILS OF ETI	M/s Electronic Tender.com (India) Pvt Ltd Registered Office: 6, Jain Mandir Road, New Delhi-110001 Corporate Office: 1001, City Court, M. G. Road, Gurugram - 122002, Haryana Contact Person: ETS Support Team Contact No.: +91-124-4229071, 4229072 Email: support@isn-ets.com			

- 1.0 Bids must be submitted strictly in accordance with Clause no. 13 of ITB depending upon Type of Tender as mentioned at Clause no. (E) of Bid Information Sheet. The IFB is an integral and inseparable part of the Tender document.
- 2.0 Bidder(s) are advised to bid strictly as per terms and conditions of the tender documents and not to stipulate any deviations/ exceptions.
- 3.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from ETS Portal of ISN-ETS (<https://www.bharat-electronictender.com>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 4.0 No Manual / Hard Copy of the Bid shall be acceptable.
- 5.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 6.0 Owner will release WO for the job to the successful bidder. The job shall be awarded in following respective part as mentioned briefly below: -
 - (i) **Contract:** For providing the Fitting and Installation of outdoor display board on PM-KUSUM at District, Block and Panchayat Level of Tamil Nadu and Odisha.
- 7.0 However, the above-mentioned contract award methodology may be modified/ changed based on specific project requirements and upon sole discretion of Owner.

SECTION II

INSTRUCTION TO BIDDERS (ITB)

PREAMBLE

This part (Section - II) of the Tender Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer/ Owner. 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.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section - IV (General Conditions of Contract).

Bidders may note that the respective rights of the Employer/ Owner and Bidders/ Contractors shall be governed by the Tender Documents and Contracts signed between the Employer/ Owner and the Contractor. The provisions of Tender Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Tender document, the laws of the Union of India shall be the governing laws and the respective courts of Owner/Site shall have exclusive jurisdiction.

1. Bid Information and Instructions to Bidders

- A. Bidders may download the complete bidding document along with its amendment(s) if any from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/ or SECI website (<http://www.seci.co.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission as mentioned in the **Bid Information Sheet**.
- B. Prospective Bidders interested to participate in the bidding process are required to submit their Proposals in response to this Tender Document along with a non-refundable Bid processing fee & Earnest Money deposit (EMD), if applicable as per the prescribed format mentioned in the **Bid Information Sheet**. A Bidding Company will be only eligible to participate in the bidding process on submission of Bid processing fee & EMD. In case of any inconformity or query, SECI may seek clarifications to get the genuine queries addressed & resolved. SECI may seek clarifications from the Bidders to ascertain the correctness of facts & documents as presented by the Bidder.
- C. It may be noted that SECI will not pay any amount / expenses / charges / fee / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

2. Order Quantity

The total required quantity of the Hoarding to be installed in the State of Tamilnadu is **3199 Nos based**, which will also be the evaluation criteria for the subject tender. However, the order for such Fitting and Installation of outdoor display Hoardings may be placed by SECI in staggered/phased manner. However, SECI reserves the right to also award a single cumulative order for the full quantity.

3. Repeat Order

The successful Agency may be awarded a repeat order on same price, terms & conditions for the Fitting and Installation of outdoor display Hoardings at the Panchayat Level of Tamil Nadu and Odisha States for maximum up to 20% quantity of the total contracted quantity (**Maximum upto 20% of 3199 Nos**).

4. Quantity Variation Clause

The mentioned quantities under this tender are tentative in nature & SECI at its sole discretion reserves the right to short close the tender or modify or change the tendered/ordered quantity to any number based on the actual site conditions/requirement.

5. General Documents in Support of Eligibility:

- A. Copy GST Registration.
- B. Copy of EPF & ESIC certificates.
- C. Document Required: Proof of documentation conforming experience details/Client work order/LOI/PO/Recommendation letter/ Successful Order execution confirmation from client side.
- D. Financial data for latest last three audited financial years has to be submitted by the bidder in Format X.
- E. Detailed Document list to be submitted along with the Tender is Tabulated under clause 21 of this Section.

6. Validity of the Response to Tender Document/ Bid Validity

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

7. Public Procurement Policy for Micro and Small Enterprises (MSES)

As per the Public Procurement Policy for Micro and Small Enterprise (MSEs) order 2012, issued vide Gazette Notification number 503, dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprise of Govt. of India, and specific to this tender, MSEs must be registered with any of the following agencies/ bodies shall be exempted from Tender Processing Fee and EMD submission upon production of valid registration certificate:

- i. District Industries Centre (DIC)
- ii. National Small Industries Corporation (NSIC)
- iii. Udyog Aadhaar Memorandum

MSEs participating in the tender must submit the certificate of registration with any one of the above agencies. The registration certificate issued from any of the above agencies must be valid as on close date of the tender.

The MSEs, who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/ preference.

In case the bidder is falling under above category, the bidder shall submit the documentary evidence satisfying the same.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the tender.

8. Earnest Money Deposit (EMD)

Bids must be accompanied with **'Earnest Money Deposit (EMD)'** in the form of **'Demand Draft'** or **'Banker's Cheque'** or **NEFT** [in favor of **Solar Energy Corporation of India limited, New Delhi payable at New Delhi**] or **'Bank Guarantee'** as per the prescribed format in the bidding documents. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.

8.1 The **'EMD'** is required to protect Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to subsequent EMD clauses.

8.2 Owner shall not be liable to pay any Bank charges, commission, or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks enclosed under the Section V, Forms and formats of Tender documents or a branch of an International Bank situated in India and

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registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial bank having net worth more than INR 100 Crores (Indian Rupees One Hundred Crores Only).

- 8.3 Bid not accompanied with required amount of EMD or required validity or not in requisite format shall be liable for rejection.
- 8.4 'Earnest Money Deposit' of unsuccessful Bidders excluding L-2 bidder will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' after issuance of WO to successful bidder.
- 8.5 'Earnest Money Deposit' of L-2 bidder will be discharged against the acceptance and signing of Contract Agreement with successful bidder. This process shall be completed not later than '30 [thirty] days' after issuance of WO to successful bidder.
- 8.6 The successful bidder's 'Earnest Money Deposit' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Performance Security'.
- 8.7 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder if the Bidder fails to:
 - (i) acknowledge receipt the WO within 15 (Fifteen) days from issuance of same.
 - (ii) to furnish "Performance Security in accordance with the Bidding document"
- 8.8 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'EMD' should be in the form provided.
- 8.9 **MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ DIC/ Udyog Aadhar Only are exempted from submission of EMD. To avail the exemption in EMD in case of Consortium/ JV, all the members of the Consortium/ JV should be registered as MSME Vendors under NSIC/ DIC/ Udyog Aadhaar Category.**

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

9. PERFORMANCE BANK GUARANTEE

- a) Against the Contract, within 30 (Thirty) days from the issuance of the work order from the Owner side, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the owner as **"Solar Energy Corporation of India Limited, New Delhi"**. The Contract Performance Security shall be for an amount equal to **3% (Three percent)** of the total respective contract value (As there may be staggered orders), BG validity of which should remain 90 days beyond the

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actual contract Period. The Performance Security is towards the faithful performance of the contractual obligations, performance of equipment and shall cover entire Contract.

- b) Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed subsequently in the bidding documents under Forms and Formats or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth more than INR 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. BG validity of such guarantee should remain 90 days beyond the contract Period.
- c) The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favor of **"Solar Energy Corporation of India Limited, New Delhi, payable at New Delhi"**.
- d) In case of default or failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award.
- e) In case of default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the Contract Performance Security.
- f) The Contract Performance Security must cover the entire contract value including extra works/ services also. If the Contract Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security.
- g) Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the Contract Agreement/ work order, in case Contract Performance Security is not submitted within 60 (Sixty) days from issuance of work order. However, total project completion period shall remain same. Part Security shall not be accepted.
- h) If the Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the owner or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the certificate of the Engineer-in-Charge shall be final).
- i) All compensation or other sums of money payable by the Contractor to the Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Contractor by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within 10 (Ten) days thereafter make bank drafts as aforesaid any sum or sums which may have been deducted from or

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realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.

10. Bid Processing Fee (Non-Refundable)

A non-refundable, Tender Processing Fee, if applicable, is to be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favor of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Bid Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet. Bids submitted without payment of requisite Bid Processing Fee will be treated as non-responsive and shall be liable for rejection.

The Bid Processing Fee is exempted for MSME Vendors registered under NSIC/ DIC/ Udyog Aadhaar Category only. In order to avail the exemption in Tender Processing Fee in case of consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ DIC/ Udyog Aadhaar Category.

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 owner and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Owner.

In the event of a particular tender being cancelled, the Bid processing fee will be refunded to the concerned bidders without any interest charges within 30 days from the date of notification of cancellation of tender. No plea in this regard shall be entertained by the Owner.

11. Non-Transferable Bid

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

12. Deviations

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

13. Deadline for submission of bid

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

14. Withdrawal of bid

No Tender can be withdrawn after techno commercial bid opening and during tender validity

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period. Submission of a tender by a bidder implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors having any bearing on the required job.

15. Clarification of the bid

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

16. Examination of the bids

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

17. Canvassing

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

18. Right to accept any bid or reject all bids

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

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/Constant Price
- (c) Tender Processing Fee and Earnest Money Deposit
- (d) Tender Document Fee, if applicable
- (e) Specifications & Scope of Work
- (f) Duration/ Period of Contract/ Completion schedule
- (g) Period of Validity of Bid
- (h) Warrantee/Guarantee/ Defect Liability Period
- (i) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- (j) Force Majeure & Applicable Laws
- (k) 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. ISSUANCE OF WORK ORDER (WO)

- 19.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, in the form of "Work Order (WO)" through e-mail/ courier/ registered post, that his Bid has been accepted. The work order will constitute the formation of the Contract.
- 19.2 Contract Period shall commence from the date of issuance of "Work Order (WO)". The "Work Order (WO)" will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract.
- 19.3 The "Work Order (WO)" 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 15 (Fifteen) days from the date of its issuance.
- 19.4 In case the successful bidder fails to acknowledge the acceptance of "Work Order (WO)" as mentioned above vide above clause, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.

In case of non-response/acceptance to the Work Order (WO) 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 Re tendering.

20. CONTRACT AGREEMENT SIGNING

- a) Within 30 (Thirty) days of the release of Work Order by the owner, the successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Owner on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor].
- b) In case the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 7(a), 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 shall constitute sufficient grounds for the forfeiture of EMD, if applicable.
- c) In case of Non-responsive/Non-acceptance to the WO or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

21. Documents comprising the bid

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)}.**

Contact Persons Name: Shri Sandeep Kumar

- (a) Original Non-Refundable Tender Processing Fee as per Bid Information Sheet.
- (b) Earnest Money Deposit (EMD) as per the Tender Document.
- (c) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Format F-I'.
- (d) Power of Attorney as per Format VII & copy of Board Resolution as per format VIII for such authorization
- (e) 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)

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 ETS portal <https://www.ets-india-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 ETS portal, shall be duly filled.
- ii. Covering Letter as per Format I.
- iii. General particulars of the Bidder as per Format II.
- iv. Financial Proposal as per Format III.
- v. No Deviation Confirmation as per Format IV
- vi. E Banking Mandate Form as per Format V
- vii. Performance Bank Guarantee as per Format VI
- viii. Power of Attorney as per Format VII
- ix. Board Resolution as per Format VIII
- x. EMD as Per Format IX
- xi. Format for Turnover for last 03 (Three) financial years as per Format X
- xii. Copy of GST Registration and PAN.
- xiii. Copy of registration under EPFO, Income Tax & ESIC
- xiv. Certificate of Incorporation, Article of Association (AoA) and Memorandum of Association (MoA).
- xv. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification

(b) As part of Second Envelope

- I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ETS portal, shall be duly filled. “Termed as **ELECTRONIC FORM**”
- II. Main Price Bid comprising as per Format III of the Price Schedule duly completed, sealed and signed/ digitally signed shall be uploaded. “Termed as **MAIN BID**”.

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22. Techno Commercial & Price Bids Proposal due date

The Bidder should submit the Techno Commercial & Price Bid Proposals in online mode as defined under clause 21 above by **1400 HRS (IST) on or before 22/02/2022** in the name of

Sh. Umesh Patidar (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai
Nagar, New Delhi-110023
Telephone: 011 71989290, Extension 366
E mail: contracts@seci.co.in

23. STICKER FOR THE BID ENVELOPE:

The Sealed Techno-commercial Envelope of the documents to be sent under hard copy shall have the following Sticker details:

Response to Tender Document for “Engagement of Agency for Fitting and Installation of outdoor Hoardings of PM Kusum Scheme on behalf of MNRE in the States of Tamilnadu & Odisha”.	
Tender Document No.	
Last Date of Submission	
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, 6 th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023

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

24. Clarifications/Enquires/ Amendments

- i) Clarifications if any, on Tender Document may be sought at the address mentioned in the Bid Information Sheet not later than 20 days after publication of Tender Document & same may be sought during through E Mail/Letters.
- ii) Classification/Amendment/s if any will be uploaded in the website of SECI at www.seci.co.in & ETS Portal of ETS (<https://www.ets-india-electronicstender.com>) for information of all concerned. All of them are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

25. Right to Reject

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

26. Cancellation of Contract

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

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

27. Important notes

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

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the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

xii) Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.

xiii) SECI reserves the right to delete items from the schedule of requirements specified in the tender. SECI also reserves the right to alter the quantity and vary specifications.

xiv) SECI reserves the right to make any changes in the terms and conditions of the tender.

xv) SECI shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.

xvi) SECI will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

xvii) The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

28. ZERO DEVIATION

This is a ZERO Deviation Process. Bidder is to ensure compliance of all provisions of the Tender Document and submit their Techno Commercial/ Price Proposal accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

29. EVALUATION OF BIDS

A Technical Evaluation

The bidders, whose bids are found to be in order after general evaluation would then be evaluated on the basis of technical eligibility criteria as mentioned in this bid and as per the documents/credentials submitted in support of the fulfilment of the eligibility criteria. The Bidders are required to submit their bids as per formats provided under Section: Forms & Formats”.

B. Financial Evaluation Financial Proposal Content:

After the technical evaluation, the Financial Bids of bidders will be opened and will be ranked in terms of their total evaluated cost. The least cost bid will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3, etc. Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation / selection criteria.

C. Acceptance by SECI and intimation to successful bidder subject to fulfilment of the above eligibility criteria mentioned (Technical and financial) and as demonstrated based on documentary evidence submitted by the bidder in the Bid will be communicated by mail/letter or any other form of communication. Formal letter of acceptance and work order of the Tender will be forwarded as soon as possible, but the earlier instructions in the mail/letter etc. should be acted upon immediately.

SECTION III

QUALIFYING REQUIREMENTS

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

1.1 GENERAL ELIGIBILITY CONDITIONS

- A. The Bidder shall not be under a declaration of ineligibility by SECI for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined under the bidding document
- B. The Bidder should not have been debarred by SECI/ Ministry of New & Renewable Energy (MNRE) for future bidding due to "poor performance" or "corrupt and fraudulent practices" or any other reason in the past. Further, neither bidder nor their allied agency (ies) should be on the banning list of SECI or the Ministry of New & Renewable Energy (MNRE).
- C. If the tender documents were issued inadvertently/ downloaded from website, bids submitted by such bidders shall not be considered for opening/ evaluation/ Award and will be returned immediately to such bidders.
- D. It shall be the sole responsibility of the bidder to inform SECI/ MNRE in case the bidder is debarred from bidding by SECI/ MNRE. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- E. The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- F. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to SECI by the bidder.
- G. The Bidder should be a body incorporated in India under the Companies Act, 2013 including any amendment thereto, Government owned Enterprises who are registered and incorporated in India, Limited Liability Companies, barring those companies against whom sanction for conducting business is imposed by the Government of India or SECI.
- H. Limited Liability Partnerships, Proprietorships, Partnerships, NGOs, Charitable Trusts, and Educational Societies are not allowed to participate in the bidding process (either individually or in Joint Venture/ Consortium).
- I. Any kind of Technical or Financial JV/Consortium is not allowed under this Tender Document.
- J. The Bid Processing Fees and EMD are exempted for MSME bidders registered under NSIC/ DIC/ Udyog Aadhaar Category only. As the Proprietorships, Partnerships, NGOs, Charitable Trusts, Educational Societies in any form are not allowed to participate in the tendering process, hence any Proprietorships, Partnerships, NGOs, Charitable Trusts, Educational Societies MSME vendor will also not be eligible to participate in the bidding process (either individually or in Joint Venture/ Consortium)

1.2 TECHNICAL ELIGIBILITY CONDITIONS

- a) The bidder should have successfully executed contracts of similar works in any of the last 07 (Seven) Financial years. "Similar works" of work means the works executed in the field of Hoardings/Outdoor Advertising/ Mass Communication/Print Media in the Govt./Autonomous Bodies/PSUs/JVCs of PSUs/Private organizations/Companies.

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(Document Required: Proof of documentation conforming above experience details/Client work order/LOI/PO/Recommendation letter/ Successful Order execution confirmation from client side)

- b) The agency should have empanelment with Directorate of Advertising and Visual Publicity (DAVP) as on last date of bid submission. A self-certified copy of empanelment letter issued by DAVP must be attached.
- c) The Agency should have worked in minimum 02 States/UTs across India.
- d) Is Registered with EPF, ESIC authorities.
- e) Is a Goods & Service Tax Service Tax (GST) registered entity.
- f) The offered per unit prices should not be more than BOC/DAVP approved rates.

1.3 FINANCIAL ELIGIBILITY CONDITIONS

The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2018-19, 2019-20 & 2020-21) should be INR 1.7 Crores (Indian Rupees One crores & seventy lakhs only)¹. *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 a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts. In case of tender having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.

Financial data for latest last three audited financial years has to be submitted by the bidder in the attached Format Forms & Formats of the tender document along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature.

The tender submission of tenderers, who do not qualify the technical eligibility criteria & Financial criteria stipulated in the clauses 1.3 above, shall not be considered for further evaluation and therefore would be rejected. However, SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder. The mere fact that the tenderer is qualified as mentioned in the Financial criteria under 1.3 above shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender as prescribed.

Non- compliance of any of the above conditions will result in technical disqualification of the party. Financial bid of the technically disqualified party(s) will not be considered.

SECTION IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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1. GOODS & SERVICE TAX (GST)

Inclusive, % of GST may be mentioned separately.

2. PAYMENT TERMS

- a) Payment will be released to the agency against the submission of original Invoice/Bill duly completed in all respect, subject to the satisfaction with due verification and certification of Site in charge/TEDA/TANGEDCO/OREDA, as applicable. Payment will be released only on submission of original Invoice/Bill duly completed in all respect, certified by Engineer-in-Charge of SECI.
- b) The 5% of the respective billing amount will be kept as retention amount for a period of 6 months wrt the work warranty period duration and will be released after 6 months.

NOTE

- i. Payment will be released only on submission & verification of original Invoice/Bill duly completed in all respect, certified by Engineer-in-Charge of SECI and NO advance payment will be allowed.
- ii. The Company reserves the right to change, amend, modify, suspend, continue or terminate all or any part of the Tender either in an individual case or in general, at any time without notice.

3. COMPLETION PERIOD

The allocated respective order/work must be completed within a time frame of 45 days from the date of award of the respective work order.

4. BID PROCESSING FEE (NON-REFUNDABLE) & EMD

Bid Processing Fee and EMD is applicable, as stated in Bid Information Sheet.

5. SUCCESSFUL BIDDER(S) SELECTION

- a) SECI shall award the Contract to the successful Agency whose proposal has been determined to be substantially responsive and Total Evaluated Value has been determined as the **lowest among the proposals submitted by all the agencies**.
- b) At any step during the selection of Successful Bidder, SECI reserves the right to increase/decrease the Tender quantity based on SECI's requirement.
- c) The Work Order (WO) shall be issued to Successful Bidder selected as per the provisions of the tender.
- d) The Successful Bidder shall acknowledge the WO and return duplicate copy with signature of the authorized signatory of the Successful Bidder to the SECI.

6. JURISDICTION

This order shall be construed in accordance with and governed by the Laws of India. This order shall be deemed to have conducted in Delhi where it has been signed and all obligations herein under shall be deemed to be located at Delhi and courts at Delhi will have Jurisdiction to the

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exclusion of all other courts for and on behalf of SECI & the Supplier. In case any dispute or difference shall arise between the parties during the subsistence of this agreement or after its termination or earlier termination, as to its meaning and construction or to any other matter or thing directly or indirectly under this contract/Purchase order, the same shall be referred to said Jurisdiction.

7. The order price shall be firm and binding with no escalations whatsoever. any statutory variation with respect to existing GST or imposition of new tax/levies in respect of the subject matter of this order shall be to the account of SECI and to the extent paid by the Supplier reimbursed by SECI to the Supplier at actual. Where any such tax is assessed on SECI in substitution for the Supplier, the Supplier shall pay to or allow SECI to deduct, from its payments, the amount of such tax paid by the SECI.
8. The supplier shall maintain the said hoarding in proper condition and repairs and protect its stability for at least three months as may be necessary for effective display of the hoardings But if any damage is done to the hoarding due to any act of negligence or any other act on the part of the Advertiser or his servant or agent, the Advertiser shall make good the loss caused by such damage to the hoarding or the Owner at his own cost within a reasonable time and if he fails to do so within a week from the receipt of notice by the Owner, the owner will be entitled to carry out the repairs and the cost thereof will be payable by the Advertiser within eight days from the date of carrying out such repairs.

9. ACCEPTANCE

SECI shall have the right to reject the services in whole or in part whether or not paid for in full or in part within a reasonable time of delivery if the Supplier does not conform to the requirements of this Work Order. SECI shall be entitled to cancel the Work Order and execute the nearest equivalent services elsewhere. in the event of cancellation under this condition Supplier shall promptly repay any moneys paid under the Work Order without any retention or offset whatsoever. Cancellation of the Work Order under this condition shall not affect any other rights SECI may have.

10. INDEMNITY CLAUSE

The Supplier shall indemnify SECI from and against any demands, claims, suits and causes of action and any liability, legal cost, expenses, settlements, etc. arising from or incurred by reason of any infringement or alleged infringement of patent, design, copyright, trade mark or trade name by the use or possession of part or whole of the services obtained by the SECI.

The Supplier shall indemnify and keep indemnified SECI/TEDA/TANGEDCO against any loss, claims, damages, actions, proceedings, losses, damages, costs, charges and expenses which may be made or brought or commenced against the company for any negligence or default committed by Supplier or its agents, servants and employing in installing or maintaining the hoardings.

11. LANGUAGE

All documents, statements, instructions, catalogues, brochures, notices and all other communications pertaining to this order shall be in English language.

12. RISK PURCHASE CLAUSE

In case the Supplier is not able, in the judgment of SECI, to maintain satisfactory work progress and it appears that he will not be able to render the services within the time schedule and achieve the target completion date, SECI shall be at liberty to either:

- (a) Continue as per the Work Order with due liquidated damages (if applicable) for late delivery;
or
- (b) Engage any other Supplier, parallel to existing Supplier, to complete part of the balance order at the risk and cost of the existing Supplier;
or
- (c) Cancel the Work Order and get the balance work done from third party at the risk and cost of the existing Supplier.

13. TERMINATION CLAUSE

SECI may at any time on breach of this order by the Supplier give them a written notice of such breach. If the Supplier does not commence appropriate measure within a period of 05 (Five) days after issuance of such notice to remedy that breach, then SECI may terminate this order at any time thereafter stating therein the date & reason of termination.

SECI reserves the right to terminate the order at any time by giving a notice of 05 (Five) Days without assigning any reason. The Supplier shall stop the performance of the order from the date of termination and hand over all the documents, including all the rights of work to the SECI. No consequential damages shall be payable by the SECI to the Supplier in the event of such termination.

14. NON-DISCLOSURE

The successful bidder shall safeguard and keep the Confidential Information of SECI in confidence. The bidder shall not, without the prior written consent of the owner (SECI), disclose Confidential Information to any person or entity except to bidder's employees, officers and directors who have a need to know such Confidential Information for the Purpose and who are bound by the confidentiality obligations. The successful bidder shall ensure that each of such employees, officers and directors are made aware of the nature of the confidential information and shall always remain liable for the wrongful disclosure by such persons. Further, the bidder shall ensure not to disclose the Confidential Information to its affiliates, Holding Company/ Parents as well as Group Companies.

15. SUCCESSFUL BIDDER INTEGRITY

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

16. FORCE MAJEURE

Conditions for Force Majeure

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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, lockdowns, explosions, hurricane, sabotage, civil commotions, election code of conduct, and acts and regulations of respective Government of the two parties, namely the Employer/ Owner and the bidder. 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 bidder 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.

Outbreak of War

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 bidder 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 bidder 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.

17. LIQUIDATED DAMAGES

- a. Subject to Force Majeure Clause 16, any delay beyond the grace period of 45 (Forty-five) days after the scheduled completion period shall attract the Owner a sum equivalent to half percent (0.5%) per week of the Contract Price for the whole of the facilities as liquidated damages for such default and not as a penalty, without prejudice to the Owner's other remedies under the Contract subject to the maximum limit of five percent (05%) of Contract Price for the whole of the facilities.
- b. The Owner shall at its sole discretion upon reaching the maximum LD limit , as an alternative to the Liquidated Damages at its option, get work executed from elsewhere at the risk and cost of the Contractor irrespective of the fact whether the scope of Contract is identical to the original scope of Contract and in case the Owner chooses the alternative course as mentioned, it will be entitled to recover compensation/ damages from the Contractor irrespective of maximum limit prescribed under Clause 17(a).
- c. The Owner may by giving (01) one-month notice to the Contractor cancel the Contract without prejudice to the Owner's right under Clauses 17(a) and 17(b) or any other provisions contained in the Contract to determine the Contract and claim damages from the Contractor.

SECTION V

FORMS & FORMATS

Format-I

Covering Letter

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

Date: _____

Reference No: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To _____

**Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower- 2
East Kidwai Nagar, New Delhi- 110023**

Sub: Response to Bid Document-----dated ----- for Bid document for
..... at SECI.

Dear Sir,

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

1. We give our unconditional acceptance to the Bid Document, dated [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document.
2. Bid Processing Fees
3. We have submitted our response strictly as per (Forms & Formats) of this Bid, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the bid Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
5. Familiarity with Relevant Indian Laws & Regulations:
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Bid Document, in the event of our selection as Successful Bidder.
6. We are enclosing herewith our response to the bid Document with formats duly signed as desired by you in the Bid Document for your consideration.

Engagement of agency for Fitting and Installation of outdoor Hoardings of PM Kusum Scheme on behalf of MNRE in the States of Tamilnadu & Odisha



7. It is confirmed that our response to the Bid Document is consistent with all the requirements of submission as stated in the Bid Document and subsequent communications from SECI.
8. The information submitted in our response to the Bid Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Bid Document.
9. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
10. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred eighty (180) days from the date of opening of tender.
11. Contact Person

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

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

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

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

GENERAL PARTICULARS OF THE BIDDER

Name of the Consulting Agency/Firm (Bidder)	
Registered Office Address	
Address of the Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the Bidder/Company ever been debarred by any Govt. Dept. / Undertaking for undertaking any work.	
Bank Details (Name, Account No, IFSC Code)	
PAN No.	
Whether the bidder/company is having any conflict of interest from participating in the proposed empanelment	Yes No
GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

Engagement of agency for Fitting and Installation of outdoor Hoardings of PM Kusum Scheme on behalf of MNRE in the States of Tamilnadu & Odisha



Format-III

FINANCIAL PROPOSAL
(On Bidder's letter head)

TABLE-1

S.no	Description of item	Quantity (nos.)	Unit Price Per Hoarding (Rs.)	GST as applicable (Rs.)	Price per Hoarding including GST (Rs.)	Total Price for all the Hoardings including taxes (Rs.)
A	B	C	D	E	F =D+E	G = FXC
1	a. Fitting and Installation of outdoor display board on PM-KUSUM at District, Block and Panchayat Level of Tamil Nadu. b. Signage Display Board 10'x6 MS Pipe 2"x2", Primer and colour coating, Welding Fitting 1'X2' Concrete Base, Flex Print (Back Black), transportation, Fitting, Installation, Handling of ROW issues along with Maintenance for 06 months	3199*				

**** above mentioned quantity is tentative in nature (the order shall be placed in a staggered manner in the multiples as stated under ITB***

Place & Date

Authorised Signatory

Name & Designation

Office Seal

NOTE

- a) The bidder has to quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.

**Engagement of agency for Fitting and Installation of outdoor Hoardings of PM Kusum Scheme
on behalf of MNRE in the States of Tamilnadu & Odisha**



- b) Tender with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- c) The offer should be valid for a period of 180 days from the date of opening of tender, failing which the tender will be liable for rejection.
- d) All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the Price bid format mentioned.
- e) Prices 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.
- f) 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 of taxes equivalent to the amount mentioned under taxes and duties column of the price bid format.

- g) Payment will be made as mentioned in the clause 2 of general terms and conditions i.e. payment terms
- h) Variation in taxes, duties, levies etc. after award of job but within the Time schedule as mentioned in TENDER shall be to the account of SECI. Any variation in taxes, duties, levies etc. beyond Time schedule shall be to BIDDER's account. In case of statutory variation in GST during currency of the Contract, the Contractor 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 two [02] months 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.

Format-IV

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

SUB:

BID NO:

Dear Sir,

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:

E-Banking Mandate Form
(To be issued on Bidder letter head)

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 (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize 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 SECI responsible.

(Signature of vendor/customer)

FORMAT FOR PERFORMANCE SECURITY BANK GAURANTEE

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

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

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

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

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

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

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

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

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

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

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

Engagement of agency for Fitting and Installation of outdoor Hoardings of PM Kusum Scheme on behalf of MNRE in the States of Tamilnadu & Odisha



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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____
Name _____
Power of Attorney No. _____

For _____ [Insert Name of the Bank]____
Banker's Stamp and Full Address. Dated this ____ day of ____, 20__ Witness:

1.
Signature
Name and Address

2.
Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.
3. Bank Contact Details & E Mail ID is to be provided.

Format VII

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 Tender 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 Tender.

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)

Engagement of agency for Fitting and Installation of outdoor Hoardings of PM Kusum Scheme on behalf of MNRE in the States of Tamilnadu & Odisha



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).

Format VIII

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to tender vide tender No. _____ for _____ (insert title of the tender), including signing and submission of all documents and providing information/ response to tender 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.
2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. (To be provided by the Bidding Company)

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.

LIST OF BANKS
(For Reference Purpose)

SBI AND ASSOCIATES	OTHER PUBLIC SECTOR BANKS
1. State Bank of India	1. IDBI Bank Limited
2. State Bank of Indore	FOREIGN BANKS
	1. Bank of America NA
	2. Bank of Tokyo Mitsubishi UFJ Ltd.
	3. BNP Paribas
	4. Calyon Bank
	5. Citi Bank N.A.
NATIONALISED BANKS	6. Deutsche Bank A.G
1. Allahabad Bank	7. The HongKong and Shanghai Banking Corpn. (HSBC) Ltd.
2. Andhra Bank	8. Standard Chartered Bank
3. Bank of India	9. Societe Generale
4. Bank of Maharashtra	10. Barclays Bank
5. Canara Bank	11. Royal Bank of Scotland (RBS)
6. Central Bank of India	12. Bank of Nova Scotia
7. Corporation Bank	13. Development Bank of Singapore (DBS)
8. Dena Bank	14. Credit Agricole Corporate and Investment Bank
9. Indian Bank	SCHEDULED PRIVATE BANKS
10. Indian Overseas Bank	1. Federal Bank Limited
11. Oriental Bank of Commerce	2. Kotak Mahindra Bank Limited
12. Punjab National Bank	3. Axis Bank Limited
13. Punjab & Sind Bank	4. ICICI Bank Limited
14. Syndicate Bank	5. HDFC Bank Limited
15. Union Bank of India	6. Yes Bank Limited
16. United Bank of India	7. IDFC Bank Limited
17. UCO Bank	8. IndusInd Bank
18. Vijaya Bank	9. Karur Vysya Bank
19. Bank of Baroda	10. South Indian Bank
	11. RBL

Format-IX

FORMAT FOR EARNEST MONEY DEPOSIT

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

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the ----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for selection of the Project in response to the NIT No. _____ dated ____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the NIT of[insert the name of the Bidder] as per the terms of the NIT, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount]only, on behalf of M/s. _____ [Insert name of the Bidder] .

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

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with NIT]. SECI shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

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

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

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

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

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

**Engagement of agency for Fitting and Installation of outdoor Hoardings of PM Kusum Scheme
on behalf of MNRE in the States of Tamilnadu & Odisha**



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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of this NIT] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank]__

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Bank Contact Details & E Mail ID is to be provided

**Engagement of agency for Fitting and Installation of outdoor Hoardings of PM Kusum Scheme
on behalf of MNRE in the States of Tamilnadu & Odisha**



Format-X

Format for Turnover for last 03 (Three) financial years

(i.e. Current financial year up to date of submission of tender & 3 preceding financial years)

S No	Financial Year	Turnover	Remarks
1	2018-19		
2	2019-20		
3	2020-21		

In addition to the above, the Bidder has to submit the following documents / information:

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2022.

Date:

Signature of Chartered
Accountant with Seal

Seal and Signature of Tenderer

Witnesses: