

SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



Tender No: SECI/C&P/AD/13/0002/21-22

Date: 07/03/2022

Solar Energy Corporation of India Limited (hereinafter called “SECI” or “Owner” or “Employer”), invites bids from experienced and reputed Insurance Companies service providers registered with Insurance Regulatory and Development Authority of India Limited (IRDAI) to participate in this limited tender for **“Limited Tender for the Engagement of Agency for Insurance Coverage under SECI Rehabilitation Benefits Policy for employees of SECI”**

For the implementation of abovementioned work, Bidders should have adequate resources and healthy track record in handling business in respect of group life insurance policies.

The premium will be paid on yearly basis for a capital sum assured equivalent to 50 times of monthly Basic Pay plus DA per employee to cover any death or permanent total disablement while in service as mentioned in Scope of Insurance.

The Bidders should submit their Bid proposals complete in all respect in separate sealed covers, super-scribed with **“Limited Tender for the Engagement of Agency for Insurance Coverage under SECI Rehabilitation Benefits Policy for employees of SECI”** & should be sent to SECI office at the following address so as to reach on or before **21st March, 2022** positively to

Sh. Kartik Ganesan

Dy. Manager (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 273

E mail: contracts@seci.co.in

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

DISCLAMIER:

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects.
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Tender Document including all formats and Annexures.
3. While this Tender has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.

BID INFORMATION SHEET

Tender No. & Date	Tender No: SECI/C&P/AD/13/0002/21-22 Dated: 07/03/2022				
Broad Scope	Limited Tender for the Engagement of Agency for Insurance Coverage under SECI Rehabilitation Benefits Policy for employees of SECI				
TYPE OF BIDDING SYSTEM	<table border="1"> <tr> <td>SINGLE BID SYSTEM</td> <td><input type="checkbox"/></td> </tr> <tr> <td>TWO BID SYSTEM</td> <td><input checked="" type="checkbox"/> Yes</td> </tr> </table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/> Yes
SINGLE BID SYSTEM	<input type="checkbox"/>				
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TYPE OF Tender	<table border="1"> <tr> <td>E-TENDER</td> <td><input checked="" type="checkbox"/> Yes</td> </tr> <tr> <td>MANUAL</td> <td><input type="checkbox"/></td> </tr> </table>	E-TENDER	<input checked="" type="checkbox"/> Yes	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/> Yes				
MANUAL	<input type="checkbox"/>				
DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/> YES</td> </tr> </table> <p>The NIT document is Free of Cost.</p>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/> YES
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BID PROCESSING FEE (NON-REFUNDABLE)	<table border="1"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/> Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table> <p>Amount: INR 6000/- (Indian Rupees Six Thousand only) inclusive of GST @ 18%.</p>	APPLICABLE	<input checked="" type="checkbox"/> Yes	NOT APPLICABLE	<input type="checkbox"/>
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EARNEST MONEY DEPOSIT (EMD)	<table border="1" data-bbox="683 230 1216 439"> <tr> <td data-bbox="683 230 970 322">APPLICABLE</td> <td data-bbox="970 230 1216 322"><input type="text" value="Yes"/></td> </tr> <tr> <td data-bbox="683 322 970 439">NOT APPLICABLE</td> <td data-bbox="970 322 1216 439"><input type="text"/></td> </tr> </table> <p data-bbox="647 468 1441 544">Amount: INR 23,000 (Indian Rupees Twenty-Three Thousand only).</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
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CONTRACT PERFORMANCE SECURITY	<table border="1" data-bbox="683 609 1233 1003"> <tr> <td data-bbox="683 609 970 819">APPLICABLE</td> <td data-bbox="970 609 1233 819"><input type="text" value="Yes"/></td> </tr> <tr> <td data-bbox="683 819 970 1003">NOT APPLICABLE</td> <td data-bbox="970 819 1233 1003"><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
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Offline and Online Bid Submission Deadline	21/03/2022 up to 1800 HRS				
Name, Designation, Address and other details (For Submission of Response to NIT)	<p data-bbox="647 1151 1286 1435">Sh. Kartik Ganesan Dy. Manager (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 273 E mail: contracts@seci.co.in</p>				
Details of persons to be contacted in case of any assistance required	<p data-bbox="647 1491 1102 1603">1) Mr. Kaushik Bhar Deputy General Manager (P&A) Ph: 011-24666223</p> <p data-bbox="647 1659 983 1771">2) Mr. Sandeep Kumar Senior Manager (C&P) Ph:01124666231</p> <p data-bbox="647 1827 994 1939">3) Mr. Kartik Ganesan Deputy Manager (C&P) Ph:01124666273</p>				

1. INTRODUCTION

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2 The bidder should be reputed service provider having experience in the field of General Life Insurance. Detailed requirements are specified in the eligibility criteria mentioned in this document.
- 1.3 The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must be furnished. Failure to provide the information and/ or documents as required may render the bid unacceptable.
- 1.4 The Bidders shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all work he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.
- 1.5 The complete Bidding Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com> 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.
- 1.6 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.

1.7 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 the Bidding Documents.

1.8 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 as per the details given in the tender document.

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.

1.9 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.

1.10 Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract and 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

2. SCOPE OF WORK

SECI shall purchase the Group Term Insurance policy from the selected bidder for a period of one year, for the sum insured, in the event of death or permanent total disablement while in service.

SECI shall purchase the Group Term Insurance policy from the selected bidder for a period of one year, for the sum insured, in the event of any kind of death such as natural death, accidental

death, suicidal death, death due to any illness, death due to pre-existing illness including critical illness etc. or permanent total disablement.

PREMIUM: The premium agreed and calculated for purchase of the insurance policy shall be payable annually by SECI. The premium in respect of new joiners shall be paid by SECI as per the applicable tariff of the Insurance Company.

The following type of Insurance coverage are to be provided under the SECI Employees Rehabilitation benefits Policy

1. In case of any death while in service or permanent total disablement of an employee, the beneficiary will be eligible for Rehabilitation Grant of an amount equivalent to 50 (Fifty) times of salary (Basic Pay plus DA) to be paid as rehabilitation grant in case of death or permanent total disablement while in service of an employee.
2. Salary for this purpose will include Basic pay, Dearness Allowance and all components of pay on which DA is payable (as on 31st March of the year).
3. At present, coverage has to be provided to 115 employees. In case of new joiners Coverage shall be provided by the Insurance Company at the rate of 50 times of BP+DA at the time of joining.
4. **The Insurance Company should submit quote for an annual Insurance policy for the 115 employees on rolls of the Company.** The premium in respect of new joiners shall be paid by SECI as per the applicable tariff of the Insurance Company.
5. Once the premium is paid according to sum assured, the total sum assured and premium should not be changed in any circumstances during policy period.
6. Payment of claim should be settled for all kinds of deaths and permanent total disability of an employee, within 30 days from the date of submission of request letter from SECI.
7. The premium will be paid only on actual number of employees enrolled. For addition/deletion during the insurance period, the additional/excess amount of premium will be paid/withdrawn on pro-rata basis.
8. Insurance company will not have the right to cancel or discontinue the insurance policy during the policy period for any reason whatsoever.
9. Insurance company will not be allowed to modify any terms and conditions of the policy post inception of the policy.

3. SECI EMPLOYEES' REHABILITATION BENEFITS POLICY

i. TITLE AND APPLICATION

The objective of this policy is to provide financial assistance to the families of employees of the organization in the event of their total permanent disablement and/ or untimely demise during service in SECI

The Policy shall be known as the SECI Rehabilitation Benefits Policy and shall apply to all employees except those engaged on contract or on deputation services with SECI.

ii. DEFINITIONS

In these rules, unless there is anything repugnant to the subject or context:

- a) '**Policy**' means SECI Employees' Rehabilitation Benefits Policy.
- b) '**Company**' means Solar Energy Corporation of India Limited and includes its Corporate Office, other offices or any other facility owned and/ or managed by the Company/ Regional Offices, operating units wherever situated.
- c) '**Employee**' means any person appointed by the Corporation in regular/full time capacity and include Executive Trainees recruited in regular scales of pay. Employee does not include contractual staff, Consultant, Apprentices, interns, Fixed tenure employees, Deputationists in SECI, etc.
- d) "Beneficiary" means either the employee himself (in case of Permanent Total Disablement) or his nominee/ legal heir (in case of death)
- e) "Permanent total Disablement" means permanent total Disablement as defined under Employees' Compensation Act, 1923.

iii. SALIENT FEATURES OF THE POLICY

- a) In case of death while in service or permanent total disablement of an employee, the beneficiary will be eligible for Rehabilitation Grant of -

An amount equivalent to 50 (Fifty) times of salary (Basic Pay plus DA) to be paid as rehabilitation grant in case of death or permanent total disablement while in service of an employee.

Salary for this purpose will include Basic pay, Dearness Allowance and all components of pay on which DA is payable (as on 31st March of the year).

- b) In addition, the spouse / nominee would be entitled to receive other admissible benefits in the normal case under the Defined Contribution Superannuation Scheme, PF, leave encashment, PRMB, etc. as per applicable rules.

Documents relating to death / permanent total disablement to the satisfaction of the Company shall be submitted by the beneficiary within 6 months of the date of death / permanent total disablement.

- c) Permanent total disablement while in service shall be assessed as per the criteria laid down on 'Permanent Total Disablement' under the Employees' Compensation Act, 1923.
- d) In cases where the spouse has pre-deceased the employees' death, the above benefit will be available to eligible dependent children/nominee/legal heir only. However, in case where an employee is in bachelor status, the benefit will be extended to the nominees/ legal heir.
- e) Any cases of misrepresentation of facts, certificates, etc. shall be dealt with as per applicable provisions of Disciplinary Rules / law.
- f) No provision of this policy will be deemed to constitute any claim, right or entitlement on the part of anybody and Management has the absolute right to withdraw, alter, and rescind etc. this policy.

iv. **MISCELLANEOUS:**

- a) Necessary income tax will be deducted as per the provisions of the Income Tax Act, 1961.
- b) Clarifications to these Rules as and when required shall be issued by the HR Department either suo-moto or on reference received from Department/ Unit.
- c) Any proposal for relaxation, modification and interpretation as the case may be, will be put up to the Managing Director, SECI for consideration and approval.
- d) It will be for the bidders to comply with all the rules and regulations pertaining to insurance as per IRDAI guidelines. The bidder will alone be responsible for any breach thereof and for all its implications including financial ones.

4. ELIGIBILITY CRITERIA

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.

4.1 GENERAL ELIGIBILITY CONDITIONS

- A. In case of registered Companies, the copies of Certificate of Incorporation (CoI), Article of Association (AoA), and Memorandum of Association (MoA) shall be provided along with

the bid. In case of other Companies/ Firms, the relevant document demonstrating the status of registration of the Company/ Firm to be provided along with the bid.

- B. This invitation to limited tender is open only to General IRDAI licensed Insurance companies of India having a valid license to carry out life insurance business for “Insurance Coverage under SECI Rehabilitation Benefits Policy”**
- C. Company should not have been barred / blacklisted for taking up similar work of insurance in any organisation. It shall be the sole responsibility of the bidder to inform SECI in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- D. The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- E. The Bid Processing Fees and EMD are exempted for MSME bidders registered under NSIC/ DIC/ Udyog Aadhaar Category only.

4.2 TECHNICAL ELIGIBILITY CONDITIONS

- A. Bidder should have been in life insurance business for at least 07 years preceding the date of bid submission.
- B. Bidder should have provided Group Term Life Insurance Policy to at least two Public Sector Undertakings/ MNCs/ Central/State Govt. clients during immediately preceding seven years ending last day of the month previous to the one in which bids have been invited.
- C. The bidder should have at least one group insurance scheme of at least 100 members.
- D. The Bidder should not have a record of poor performance such as abandoning of any contract, inability to complete any contract, unreasonable delay in settlement of claims.
- E. The bidder should have a minimum Claim Settlement Ratio (as per IRDAI) of 90% during the last - 3 years as on 31.03.2019, 31.03.2020 and 31.03.2021. (Bidder should submit an undertaking on the company’s letter head).

4.3 FINANCIAL ELIGIBILITY CONDITIONS

- A. 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 4.60 Lakhs (Indian Rupees Four Lakh Sixty Thousand only)*.

* MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. This must be the individual Company’s turnover and not that of any group of Companies. A summarized sheet of average turnover, certified by 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 have 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/her stamp and signature.

The tender submission of tenderers, who do not qualify the technical eligibility criteria & Financial criteria stipulated in the clauses 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 4.3 above shall not imply that its 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 (ies) will not be considered.

- B. The net worth for the last financial year should be positive. “Net Worth” of the Bidder shall be calculated as per Company Act 2013.
- C. The Bidding Company should have valid PAN, GST registration.

Documentary Evidence for the following must be submitted, to support your eligibility

- A. Documentary evidence including PO/WO/Completion Certificate/Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders;
- B. Copies of relevant Certificates issued
- C. Copy of Self-Certification on the bidder’s letter head being not blacklisted /barred for taking up similar work in any organisation.
- D. Certified copy of registration certificate.
- E. Documents showing proof of turnover during last 3 financial years.

5. TENDER PROCESSING FEE (NON-REFUNDABLE)

- a. A non- refundable Tender Processing Fee, if applicable, is to be submitted in the form of ‘either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker’s

Cheque in favour of “Solar Energy Corporation of India Limited, New Delhi” payable at New Delhi. The Tender 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 Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.

b. The Tender Processing Fee and EMD, if applicable is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/DIC Category only.

c. In case of any discrepancy/ non-submission of bid documents by the bidder, the tender processing fee will be deemed as bidder’s consent for participation in the bidding process. Henceforth, the tender processing fee shall be retained by Employer and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Employer/ Owner. However, EMD, if applicable will be returned in this case.

d. In the event of a particular tender being cancelled at any stage, the tender 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 Employer/ Owner. EMD, if applicable will also be returned in this case.

6. 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 favour 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.

6.1 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.

6.2 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 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).

6.3 Bid not accompanied with required amount of EMD or required validity or not in requisite format shall be liable for rejection.

- 6.4 '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 award to the successful bidder.
- 6.5 '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.
- 6.6 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'.
- 6.7 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"
- 6.8 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.
- 6.9 **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.

7. METHOD OF BID SUBMISISON

SECI shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened. The Techno Commercial & Price Bids in response to this bid Document shall be submitted by the Bidder in the manner as provided below.

I. HARD COPY

Hard copy of the bid shall comprise of following documents to be submitted in sealed envelope, as part of First Envelope.

The Bidder shall submit Techno Commercial Proposal as per the Eligibility documents asked in the Bid Document. Envelope shall be super scribed as “**Limited Tender for the Engagement of Agency for Insurance Coverage under SECI Rehabilitation Benefits Policy for employees of SECI**” and shall bear {the name of Tender, the Tender No. and the words ‘DO NOT OPEN BEFORE’ (due date & time)}

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN OFF-LINE MODE AS HARD COPIES ONLY

Contact Persons Name: Shri Kartik Ganesan

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

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. ENVELOPE- I (TECHNO COMMERCIAL ENVELOPE)

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN ON-LINE MODE AS SOFT COPIES

- i. Covering Letter as per Format I.
- ii. Original Non-Refundable Tender Processing Fee as per clause no. 04 above, if applicable
- ii. General particulars of the Bidder as per the Format II
- iii. Experience Details as per Format VI & complete set of Experience
- iv. Annual reports along with a certification of turnover of last 03 years as per Format VII*
- v. No Deviation Confirmation as per Format VIII
- vi. E Banking Mandate Form as per Format IX
- vii. Power of Attorney as per Format X or Board Resolution for such authorization.
- viii. Earnest Money Deposit as per the Format XI/clause no 05 above, if applicable.
- ix. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format XII
- x. Copy of GST registration No, PAN Card and Income Tax Registration,
- xi. An undertaking that the agency has not been blacklisted by any Government Department/Autonomous bodies/any organization as on the date of submission of the bid.
- xii. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification

*In case the audited annual accounts for the year previous Financial Year is not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. 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 turn over certified by a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

The Technical Proposal shall not include any financial information relating to the Financial Proposal. The Bidder shall submit Bids in the given Format only.

B. ENVELOPE- II (FINANCIAL ENVELOPE)

1. 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"
2. Main Price Bid comprising as per Format V (Financial Proposal) of the Price Schedule duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as MAIN BID".

"BIDDER SHOULD EXPLICITLY NOTE THAT NO HARD COPIES ARE TO BE SUBMITTED AS A PART OF SECOND ENVELOPE"

Note:

- i) The prices quoted in the financial bid should be without any conditions.
- ii) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Format V

- iii) The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- iv) The Financial bid shall be on a fixed price basis and, no price variation on any account shall be considered.
- v) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- vi) Prices quoted will be firm for the entire period of Contract.
- vii) It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the financial bid.
- viii) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the rate mentioned in the words shall be taken as final and binding.
- ix) In the event of arithmetic calculation mistake, the individual price mentioned shall be considered for calculation.
- x) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in the Form of Bid, his tender may be summarily rejected.
- xi) If there is a discrepancy in the Unit Rate mentioned against each individual item & the total price, then the unit rate for the items individually will be taken as final & binding.
- xii) However, it is to be clearly noted that SECI shall be under no obligation to accept and /or award the contract to the lowest bid offered by any bidder for the mentioned services in this tender.

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 “Limited Tender for the Engagement of Agency for Insurance Coverage under SECI Rehabilitation Benefits Policy for employees of SECI”	
Tender Document No.	<u>SECI/C&P/AD/13/0002/21-22</u>
Last Date of Submission	21.03.2022 up to 1800 hrs.
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Solar Energy Corporation of India Limited (A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower- 2 East Kidwai Nagar, New Delhi- 110023

8. EVALUATION OF BIDS

A. TECHNICAL EVALUATION

Technical Proposal Content: Technical Proposal should be prepared considering Objective, Scope, Approach & Deliverables as well as other information given in this document.

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. L1 bidder would be selected on the basis of the total annual premium quoted for 115 employees as per the price proposal format provided.

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.

Intimation to the successful bidder by SECI, is subject to renewal based on the satisfactory performance of the bidder and mutual discussions between the bidder and SECI, however same shall be based on SECI's sole discretion.

9. GENERAL CONDITIONS

a. 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.

b. 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, bid is liable to be rejected.

c. 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 liable for rejection.

d. WITHDRAWAL OF BID

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

e. 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.

f. 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.

g. 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.

h. 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.

i. AWARD OF CONTRACT

- a) SECI will intimate the selected L-1 bidder for “**Limited Tender for the Engagement of Agency for Insurance Coverage under SECI Rehabilitation Benefits Policy for employees of SECI**” whose bid have been determined to be successfully qualified after evaluating the laid down Techno Commercial Eligibility Criteria of the Bid document and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.
- b) SECI will Intimate/notify the successful bidder in writing, through intimation/notification that his bid has been accepted. The notification/Intimation would be sent in duplicate to the successful bidder who will return one copy to SECI duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the notification/intimation. The date of commencement of services will be notified to the successful bidder in the notification/intimation letter issued. No correspondence will be entertained by SECI from the unsuccessful bidders.
- c) 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.
- d) Successful Bidder will have to enter a detailed contract agreement with Solar Energy Corporation of India Limited, New Delhi within **30 (Thirty) days** of intimation/Notification/issue of award on non-judicial stamp paper of Rs.100/- (Rupees one hundred only).
- e) In case the successful bidder fails to execute the ‘Contract Agreement’ as mentioned above vide clause no. (d) Above, 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.
- f) **The value of the Contract Performance Security shall be 03% of the Contract Value to be deposited within 30 (Thirty) days of the award of the work.** The amount shall be refundable without any interest after successful completion of the contract period. 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**”.

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/Award, in case Contract Performance Security is not submitted within 40 (Forty) days from the date of intimation/Notification/issue of award. (Months to be taken as 30 days for calculation of Interest) However, total project completion period shall remain same. Part Security shall not be accepted.

h) 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.

j. 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.

k. IMPORTANT NOTES

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.

- i) 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.

- ii) 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.
- iii) 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.
- iv) SECI may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- v) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- vi) Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- vii) Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- viii) 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.
- ix) SECI reserves the right to make any changes in the terms and conditions of the tender.
- x) **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.**
- xi) SECI will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.
- xii) All documents, instructions, operation, manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between the SECI and the Bidder shall be in English language.

I. CONTRACT PERFORMANCE SECURITY (PBG)

- a) Against the contract of the project, **within 30 (Thirty) days from the issuance of the Award from Owner**, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format attached and which shall be for **03% of the total Contract Value and shall be valid up to 15 (Fifteen) months from the date of issue of award**. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or NEFT and shall be in the currency of the Contract and will be issued in the name of the owner (Solar Energy Corporation of India Limited).

Bank Guarantee towards Contract Performance Security shall be from any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as

scheduled foreign bank. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 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.

The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of (Solar Energy Corporation of India Limited).

b) The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as 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. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the bidder should furnish additional Contract Performance Security on proportionate basis of the percentage for the additional amount in excess to the original contract value. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.

c) 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 LOA, in case Contract Performance Security is not submitted within 40 (Forty) days from issuance of LOA. However, total project completion period shall remain same. Part Security shall not be accepted.

d) If the bidder or their employees or the bidder's agents and representatives shall damage, break, deface or destroy any property belonging to the Employer or others during the execution of the Contract, the same shall be made good by the bidder 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 bidder (for which the certificate of the Engineer-in-Charge shall be final).

e) All compensation or other sums of money payable by the bidder 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 bidder 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 bidder shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or 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.

OTHER GENERAL TERMS AND CONDITIONS

1. PAYMENT TERMS

The premium will be paid on yearly basis for a capital sum assured equivalent to 50 times of monthly Basic Pay plus DA per employee to cover any death or permanent total disablement while in service as mentioned in Scope of Insurance and shall be released after deduction of taxes and duties and liquidated charges if any as applicable, on verification of bill/s certified by SECI's representative and subject to the satisfaction of the consignee with due certification from the Admin Team. Payment will be released only on submission of original Invoice/Bill duly completed in all respect, certified by Engineer-in-Charge of SECI.

NOTE

- i. The tenderer has to quote in the prescribed price bid format ONLY. Quoting in any other manner will not be entertained.
- ii. The quoted price shall be inclusive of all.
- iii. Tender with over-written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- iv. SECI takes no responsibility for any loss of documents/ delay/ non-receipt of tender specification/ tender sent by post or by any other arrangement.
- v. Tenders received after due date & time will NOT be considered.
- vi. **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.
- vii. The rate quoted should be FIRM and in Indian Rupees.
- viii. Payment will be released only on submission & verification of original invoice of Invoice/Bill duly completed in all respect, certified by Engineer-in-Charge of SECI and NO advance payment will be allowed.
- ix. 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.

2. PERIOD OF CONTRACT

The contract shall be valid for a period of one (01) year commencing from the date of award of contract, and is subject to renewal for another 02 years based on satisfactory service of the bidder and mutual discussions between the bidder and SECI on yearly renewal basis on same terms & conditions. The rate quoted shall be valid for the entire period of contract and the extension period (if extended by SECI). However, SECI reserves its right to review and terminate the same before completion of the said period.

3. TERMINATION FOR INSOLVENCY

SECI may at any time terminate the Contract by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event,

termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SECI.

4. TERMINATION FOR CONVENIENCE

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

5. SUCCESSFUL BIDDER INTEGRITY

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

6. 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 at all times 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.

7. FORCE MAJEURE

7.1 CONDITIONS FOR FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, emergency, rebellions, explosions, hurricane, sabotage, any lockdowns imposed by the Government, election, civil commotions 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.

7.2 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.

8. LIQUIDATED DAMAGES (LD)

- a. Subject to Force Majeure Clause 09, any delay beyond the mentioned settlement period of 30 (Thirty) days from the submission of request letter from SECI side shall attract the Insurance service provider 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. SECI 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 Service Provider irrespective of the fact whether the scope of Contract is identical to the original scope of Contract and in case SECI chooses the alternative course as mentioned, it will be entitled to recover compensation/ damages from the Insurance Service Provider irrespective of maximum limit prescribed under Clause 8(a).
- c. SECI may by giving (01) one-month notice to the Service Provider cancel the Contract without prejudice to the SECI's right under Clauses 8(a) and 8(b) or any other provisions contained in the Contract to determine the Contract and claim damages from the Insurance service provider.

9. 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.

10. SETTLEMENT OF DISPUTES

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion and whether before or after the determination of the contract shall be referred by the Service Provider to the owner and the owner shall within a reasonable time after their presentation made and notify decisions thereon in writing. The decisions, directions, classification, measurements, drawings and certificates with respect to any matter the decision of which is specially provided for by these or other special conditions, given and made by the owner or by the Controlling Officer/Officer-in-charge on behalf of the owner, are matters which are referred to hereinafter as accepted matters and shall be final and binding upon the Service Provider and shall not be set aside on account of any infirmity, omission, delay or error in proceedings, in or about the same or any other ground or for any other reasons and shall be without appeal.

In the event of any dispute or difference between the parties hereto as to the operation of this contract or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or as to the withholding by SECI of any certificate to which the Service Provider may claim to be entitled to or if the owner fails to make a decision within a reasonable time, then and in any such case, the Service Provider after 30 days of presenting his final claim on disputed matter may demand in writing that the dispute or differences be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or differences and only such disputes or differences of which the demand has been made and no other, shall be referred to arbitration. Obligations during pendency of arbitration work under the contract, shall unless otherwise directed by the owner/Engineer, continue during the arbitration proceedings and no payment due or payable by the owner shall unless withheld on account of such proceeding, provided however, it shall be open for the arbitrator or arbitrators to consider and decide whether or not such work should continue

during arbitration proceedings.

11. ARBITRATION

Matters in question, dispute or differences to be arbitrated upon shall be referred to for decision to a sole arbitrator who shall be nominated person appointed by Management of SECI, whose decision shall be final and binding on the Service Provider. The work shall be continued as per programme during the pendency of arbitration.

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
We have enclosed a Bid Processing Fees of INR..... (Insert Amount), in the form of Demand Draft/ Banker's Cheque/NEFT no..... (Insert reference of the DD/ Banker's Cheque/NEFT) dated..... (Insert date of DD/ banker's cheque/NEFT Date) from (Insert name of Bank providing DD/ banker's cheque/NEFT).
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.
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)

FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY

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

Bank Guarantee No.:

Date:

PO/ Contract No.....

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

To:

Solar Energy Corporation of India Limited

(A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower- 2, East Kidwai Nagar, New Delhi- 110023

Dear Sir / Madam,

We refer to the Contract ("the Contract") signed on*(insert date of the Contract)* between you and M/s *(Name of Consultant)*,

(or)

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

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

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Owner declaring the Consultant to be in default under the Contract and without cavil or argument any

sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Consultant to dispute or question such demand.

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:
"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

FORMAT FOR BOARD RESOLUTIONS

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

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

1. RESOLVED THAT Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the “**Limited Tender for the Engagement of Agency for Insurance Coverage under SECI Rehabilitation Benefits Policy for employees of SECI**” including signing and submission of all documents and providing information/ response to bid of Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

Certified True Copy

(Signature, Name and Stamp of Director/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 follow the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FINANCIAL PROPOSAL

Covering Letter

(On Bidder's letter head)

[Date and Reference]

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 Limited Tender for the Engagement of Agency for Insurance Coverage under SECI Rehabilitation Benefits Policy for employees of SECI vide Tender Document No. _____

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our company for **Limited Tender for the Limited Tender for the Engagement of Agency for Insurance Coverage under SECI Rehabilitation Benefits Policy for employees of SECI** as a Bidder.

1. I/ We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of tender or such further period as may be mutually agreed upon.
2. We hereby agree to provide the Insurance Policy as outlined in your bidding documents.
3. We have understood and have thoroughly examined the detailed Scope of Insurance Coverage laid down by you and are fully aware of nature and scope of coverage required.
4. We hereby confirm our unconditional and complete acceptance and compliance to the provisions contained in the bidding documents. We declare that the Insurance Coverage and Services will be rendered strictly in accordance with the requirement.

5. We further confirm premium rates charged in all policies at the inception of policy will remain unchanged during the policy period. The same rate will be charged in respect of any additions in the sum insured if made during the policy period.
6. We further confirm that in case if any violation/ breach in respect of premium rates charged by us and result into any Financial Liability or consequences, SECI in any manner will not be held responsible in any manner. We will not demand any additional payment from SECI on this account.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

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

FINANCIAL PROPOSAL

Format of Financial Bid for Limited Tender for the Engagement of Agency for Insurance Coverage under SECI Rehabilitation Benefits Policy for employees of SECI vide Tender Document No. _____

S.No	Description of Insurance	Monthly premium per employee (Rs.)	Monthly GST Payable per employee (Rs.)	Total monthly premium per employee including GST (Rs.)	Total annual premium per employee including GST (Rs.)	Total annual premium for 115* employees including GST (Rs.)
A	B	C	D	E = C+D	F = EX12	G=F X 115**
1	For any type of Death (Accidental, Natural, Suicidal, Illness etc.)					
2	Permanent Total Disability					
3	Total annual premium for 115 employees including GST in Words					

* Present Total employees under coverage is as per the list of employees enclosed.

**This would be evaluation criteria of the financial bids

Authorized Signatory

Important Note:

1. Bidders are required to ascertain the correctness of amount related to all the applicable taxes/ duties/ levies as mentioned in the table above as it will largely impact during the L1 Price assessment at the time of evaluation of price bid.

2. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
4. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, SECI reserves the right to take decision accordingly.
5. In the event of arithmetic calculation mistake, the individual price mentioned shall be considered for calculation.
6. 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.
7. 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 Service Provider 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.

Authorized Signatory

Name

Designation

Name of the Company

Address

TECHNICAL PROPOSAL

(Please fill all the information)

S. No	PARTICULARS	(To be filled by the bidder)	
1	Experience in the life insurance business for at least 07 years preceding the date of bid submission.	Yes/No	
2	Experience of providing Group Insurance policy in Institute/Academic Institute/Public Sector Undertaking/ MNC/ Corporate Sector. (Minimum at least two organisations)	Number of Organisations	
3	Experience of providing Group Insurance policy specially in Government Departments / Institutions under Central Government/ State Government in India	Number of Organisations	

Note:

Prospective Bidders are requested to submit the necessary Documentary evidence including PO/WO/Completion Certificate/ Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders.

Format-VII

Format for Turnover for last 03 (Three) financial years

(i.e. Current financial year up to date of submission of bid & 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 2021
- ii) In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the Management of the company

Date:

Signature of Chartered
Accountant with Seal

Seal and Signature of Bidder

Witnesses:

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY COPRORATION 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)

POWER OF ATTORNEY

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

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We (name and address of the registered office of the 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 in response to the NIT No dated issued by **Solar Energy Corporation of India Limited (SECI), New Delhi** including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information / responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above-mentioned NIT.

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

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

Signed by the within named

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

through the hand of Mr.duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.

(Signature)

Name.....

Designation

2.

(Signature)

Name.....

Designation

Notes:

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 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 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.

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

DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.
(To be submitted on the Letter Head of the Bidding Company)

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

SUB:

BID NO:

Sub: Bid for “Limited Tender for the Limited Tender for the Engagement of Agency for Insurance Coverage under SECI Rehabilitation Benefits Policy for employees of SECI”.

Dear Sir / Madam,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

LIST OF BANKS

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

11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	10. IDFC
19. Bank of Baroda	11. RBL
	12. South Indian Bank

The Performance Security issued by any Scheduled Commercial Banks as per RBI shall be acceptable.

List of Employees - Solar Energy Corporation of India Limited				
S. No.	Emp. Code	DOB	Coverage Rs. in lakhs	Gender
1	100005	05-Jan-82	59.0	F
2	100006	18-Apr-83	59.0	M
3	100007	11-Apr-83	59.0	M
4	100009	29-May-75	75.0	M
5	100010	26-Feb-84	51.0	M
6	100011	21-Jun-86	51.0	M
7	100016	22-May-63	160.0	M
8	100018	21-Oct-78	24.0	M
9	100019	08-Sep-80	37.0	M
10	100022	16-Feb-87	51.0	M
11	100023	07-Dec-86	49.0	F
12	100024	09-Mar-89	49.0	M
13	100027	14-Oct-84	49.0	M
14	100028	17-Sep-83	28.0	M
15	100029	14-Apr-68	95.0	M
16	100030	30-Sep-85	49.0	M
17	100032	02-Jul-84	56.0	F
18	100033	11-May-81	24.0	F
19	100035	17-Apr-85	56.0	M
20	100039	31-Mar-90	49.0	F
21	100041	28-Jun-90	49.0	M
22	100043	19-Mar-66	133.0	M
23	100047	23-Jul-85	51.0	M

24	100048	15-Mar-87	51.0	M
25	100049	01-Jul-89	43.0	M
26	100050	17-Jul-84	43.0	M
27	100051	06-Aug-88	43.0	M
28	100052	05-Sep-85	43.0	M
29	100053	26-Aug-88	43.0	M
30	100054	01-Mar-86	42.0	F
31	100055	07-Jul-91	43.0	M
32	100056	13-Apr-84	43.0	F
33	100057	06-Feb-90	43.0	M
34	100058	02-Dec-88	43.0	M
35	100059	05-Jan-90	43.0	M
36	100060	20-Feb-67	133.0	M
37	100061	05-Feb-90	43.0	M
38	100063	02-Feb-90	22.0	M
39	100064	19-May-88	22.0	F
40	100065	22-Dec-88	43.0	F
41	100066	03-Aug-82	59.0	M
42	100067	29-Dec-89	43.0	M
43	100068	24-Oct-87	43.0	M
44	100069	12-Aug-85	43.0	M
45	100070	18-Jan-92	39.0	F
46	100071	13-Jun-88	43.0	M
47	100072	03-Apr-88	43.0	M
48	100073	14-May-90	43.0	M

49	100074	28-Aug-91	43.0	M
50	100075	28-Oct-87	43.0	M
51	100076	16-Aug-71	82.0	M
52	100078	05-Oct-81	56.0	F
53	100080	01-Jun-77	64.0	M
54	100081	07-Jan-77	57.0	M
55	100082	23-May-84	57.0	M
56	100083	15-Jan-77	57.0	M
57	100084	26-Mar-84	57.0	M
58	100085	13-Apr-82	55.0	M
59	100086	15-May-77	53.0	M
60	100088	29-Apr-82	51.0	M
61	100089	06-Jan-94	17.0	M
62	100091	19-Jan-87	17.0	M
63	100092	28-Feb-84	40.0	M
64	100093	28-Jul-64	160.0	M
65	100094	06-Mar-68	138.0	M
66	100095	08-Feb-73	102.0	M
67	100096	04-Mar-84	62.0	M
68	100097	23-Aug-86	28.0	F
69	100099	09-Mar-94	35.0	M
70	100101	16-Jun-95	35.0	M
71	100102	18-Dec-94	35.0	M
72	100103	07-Jul-97	35.0	M
73	100104	04-Aug-92	35.0	M

74	100105	25-Jun-95	35.0	M
75	100106	04-Nov-93	35.0	M
76	100108	01-Mar-86	42.0	M
77	100109	27-Oct-78	83.0	M
78	100110	07-May-96	35.0	M
79	100111	22-May-84	42.0	M
80	100112	04-Jan-92	16.0	M
81	100113	04-Aug-89	35.0	M
82	100114	14-Feb-97	33.0	M
83	100115	13-Jul-95	33.0	M
84	100116	07-Aug-95	33.0	M
85	100117	09-Aug-95	33.0	M
86	100118	08-Feb-94	33.0	M
87	100119	10-Jul-94	33.0	M
88	100120	16-May-93	33.0	M
89	100121	01-Aug-95	33.0	M
90	100122	08-Sep-96	33.0	M
91	100123	12-Nov-90	33.0	M
92	100124	20-May-88	33.0	M
93	100125	25-Sep-82	47.0	F
94	100126	13-Jul-69	78.0	M
95	100127	07-Jul-94	33.0	M
96	100128	03-Oct-93	33.0	F
97	100129	25-Jun-96	33.0	M
98	100130	10-Jan-97	33.0	M

99	100131	28-Apr-98	33.0	M
100	100132	25-Jul-97	33.0	F
101	100133	11-May-95	33.0	M
102	100134	04-Feb-98	33.0	M
103	100135	06-Aug-98	33.0	M
104	100136	23-Jun-97	33.0	M
105	100137	02-Feb-95	33.0	F
106	100138	29-Jul-85	46.0	M
107	100139	05-Nov-96	15.0	F
108	100140	05-Feb-87	15.0	M
109	100141	05-Aug-89	15.0	M
110	100142	06-May-99	15.0	M
111	100143	03-Apr-95	15.0	M
112	100144	16-Dec-93	15.0	M
113	100145	16-Feb-91	15.0	M
114	100146	15-Jan-94	15.0	M
115	100147	30-Jun-97	15.0	M