



Tender for Design, Engineering, Supply, Construction, Erection, Testing, commissioning and O&M of 5 MW (AC) Grid connected Saffron based Agro-Solar PV Power Plant at Pampore, Pulwama, JK, India



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

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Tender

For

**The Design, Engineering, Supply, Construction, Erection,
Testing & Commissioning of 5 MW (AC) grid connected
saffron based Agro-Solar PV Power Plant along with 10
years Plant O&M**

At

**Pampore, Pulwama,
Jammu & Kashmir, India**

Tender No. [SECI/C&P/PMC/11/0002/2021-22](#)

Dated: 04/03/2022

| | | | |
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| 5 MW (AC) SPV Project | <u>Tender No</u> SECI/C&P/PMC/11/0002/2021-22 | <u>COVER PAGE</u> Page 1 of 3 | <u>Signature of Bidder</u> |
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DISCLAIMER

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

Place: New Delhi

Date: 04/03/2022

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| 5 MW (AC) SPV Project | <u>Tender No</u> <u>SECI/C&P/PMC/11/0002/2021-22</u> | <u>COVER PAGE</u> <u>Page 3 of 3</u> | <u>Signature of Bidder</u> |
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SECTION - I

INVITATION FOR BIDS (IFB)

5 MW (AC) SPV Project

Tender No
SECI/C&P/PMC/11/0002/2021-22

IFB
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Signature of Bidder

**INVITATION FOR BIDS (IFB)
FOR
DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, ERECTION, TESTING & COMMISSIONING
OF 5 MW (AC) GRID CONNECTED SAFFRON BASED AGRO-SOLAR PV POWER PLANT
HAVING 10 YEARS PLANT O&M**

AT

PAMPORE, PULWAMA, JAMMU & KASHMIR, INDIA

(SINGLE STAGE TWO ENVELOPE BIDDING FOLLOWED BY E-REVERSE AUCTION)

REGARDING BCD:

MINISTRY OF NEW & RENEWABLE ENERGY VIDE OM NO 283/3/2018-GRID SOLAR DATED 09.03.2021 HAS NOTIFIED THE IMPOSITION OF BASIC CUSTOMS DUTY (BCD) ON SOLAR PV MODULES & CELLS WITH EFFECT FROM 01.04.2022. POST THIS DATE SOLAR MODULES WILL ATTRACT BCD @ 40% & SOLAR CELLS WILL ATTRACT BCD @ 25%. BIDDER'S ARE REQUIRED TO TAKE NOTE OF THIS TRAJECTORY & BID ACCORDINGLY, AS THE IMPOSITION OF BCD AS PER THIS MENTIONED TRAJECTORY WILL NOT BE CONSIDERED UNDER CHANGE IN LAW.

REGARDING PPP:

WRT MINISTRY OF NEW & RENEWABLE ENERGY (MNRE) ORDER NO 283/22/2019-GRID SOLAR DATED 23RD SEP 2020 FOR THE PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) INCLUDING ANY AMENDMENTS, TO PROVIDE FOR PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) IN RESPECT OF RENEWABLE ENERGY (RE) SECTOR & DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE (DPIIT) NOTIFICATION NO. P-45021/2/2017-PP (BE-LI) DATED 4TH JUNE, 2020 INCLUDING ANY AMENDMENTS,

THE PROCUREMENT OF SOLAR MODULES & SOLAR INVERTERS FOR THE SUBJECT TENDER WILL BE DONE FROM CLASS I LOCAL SUPPLIERS ONLY, WHEREIN, A CLASS-I LOCAL SUPPLIER' MEANS A SUPPLIER OR SERVICE PROVIDER, WHOSE GOODS, SERVICES OR WORKS OFFERED FOR PROCUREMENT, HAS LOCAL CONTENT EQUAL TO OR MORE THAN 50%, AS DEFINED UNDER THE ABOVE SAID ORDERS.

REGARDING ALMM:

THE PROVISIONS AS CONTAINED IN THE O.M. DATED 10.03.2021 ISSUED BY MNRE ON THE SUBJECT "APPROVED MODELS AND MANUFACTURERS OF SOLAR PHOTOVOLTAIC MODULES (REQUIREMENT OF COMPULSORY REGISTRATION) ORDER, 2019-IMPLEMENTATION-REG." AND ITS SUBSEQUENT AMENDMENTS AND CLARIFICATIONS, SHALL BE APPLICABLE FOR THIS TENDER. THE CELLS AND MODULES USED IN THE PROJECT UNDER THIS TENDER SHALL BE SOURCED ONLY FROM THE MODELS AND MANUFACTURERS INCLUDED IN THE LIST-I (SOLAR PV MODULES) OF ALMM ORDER.

5 MW (AC) SPV Project

Tender No
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Signature of Bidder

ANNEXURE-I OF THE OM, ISSUED BY MNRE ON 10TH MARCH, 2021 WHICH WILL BE UPDATED BY MNRE FROM TIME TO TIME. THE MODULES TO BE PROCURED FOR THIS PROJECT, SHALL BE FROM THE LIST-I OF THE ALMM ORDER APPLICABLE ON THE DATE OF INVOICING OF SUCH MODULES. BIDDERS SHALL ALSO PROVIDE A DISCLOSURE REGARDING THAT THEY ARE AWARE OF BINDING PROVISIONS OF THE ALMM ORDER AND THE LIST(S) THEREUNDER, WHILE QUOTING FOR THE TENDER.

- 1.0 The newly carved UT of Jammu & Kashmir is an emerald set-in pearl and the benefactor of supreme bliss and happiness. The Natural beauty and delightful locations have made Jammu & Kashmir, a favoured destination for tourists across the world. Srinagar is the summer capital of Jammu and Kashmir from May to October and Jammu in winter from November to April.
- 2.0 J&K is one of the energy-starved states within India and the inadequacy of power has been affecting the pace of development in all sectors of the economy. The state has a unique position in the power generation and power market within northern India. Its rivers, which are the main source of power generation, have the maximum flow during the summer season (April-October) and thus have a potential to meet the pressing energy demands. However, during the rest of the year i.e., in the winter season, the water level drops to one third of the annual average and the demand increases due to the extra usage of electricity for heating and lighting purpose and thus resulting in purchase of large quantities of power from adjacent states.
- 3.0 However, J&K is richly endowed with natural renewable resources for generating electricity. The entire J&K receives good amount of Global Horizontal Irradiance (GHI). Jammu & Kashmir being blessed with sizeable natural resources like sunshine, wind, vegetation, water-flow, biomass and other biological wastes, if suitably harnessed on priority, could transform its economy and bring socio-economic development in the whole region. The Government of J&K has been pro-actively involving with different stakeholders for promotion and harnessing of solar energy in J&K.
- 4.0 The selection of the Contractor for the “Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) grid connected saffron based Agro-Solar PV Power Plant including 10 years plant O&M at Pampore, Pulwama, Jammu & Kashmir, India” has been entrusted to Solar Energy Corporation of India Limited (A Government of India Enterprise) incorporated under the Companies Act, 2013, having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110 023 (hereinafter referred to as ‘SECI’ or EMPLOYER). For the purpose of all procurement activities related to the said works, SECI shall be referred to as ‘SECI or Employer’.
- 5.0 Employer (SECI), therefore on behalf of the “Owner” Jammu & Kashmir Power Development Corporation Limited (JKPDCL), invites bids from eligible bidders to participate in the “Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) grid connected saffron based Agro-Solar PV Power Plant including 10 years plant O&M at Pampore, Pulwama, Jammu & Kashmir, India”.
- 6.0 **VOID**

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

8.0 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.

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

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

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

In the event, 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.

10.0 A Single Stage Two Envelope Bidding Procedure followed by e-Reverse Auction will be adopted and will be processed as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed as per the provisions of the Contract. It shall be noted that the

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respective rights of the Employer and the Bidder/ Contractor shall be governed by this Bidding Documents and Contract signed between the Owner and the Contractor for the package.

11.0 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com> and as indicated in the Bid Information Sheet.

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

13.0 Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of ISN-ETS at <https://www.bharat-electronictender.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.**

14.0 The Bidder selected shall be responsible for the performance of the following scope of work (more detailed in this tender document):

- (i) Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) grid connected saffron based Agro-Solar PV Power Plant at “Pampore, Pulwama, Jammu & Kashmir, India”.
- (ii) Comprehensive operation & maintenance of the Solar PV Power Plants for 10 (Ten) years as mentioned in detailed scope of work, after successful commissioning and performance demonstration, as detailed in technical specification, including supply and storage of all mandatory spare parts, consumables, repairs/ replacement of any defective equipment, etc.

The above scope of work is indicative and the detailed scope of work is given in the Scope of Work and Technical Specification (Section - VII) of the Tender Documents.

15.0 EMD/Bid Securing Declaration shall be enclosed in a sealed envelope and shall be submitted in the office of Employer (offline) whose mailing address is mentioned in the Bid Information Sheet.

- 16.0 Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of Notification of Award (NOA)/ Letter of Intent (LOI)/ Letter of Award (LOA) by the Owner.
- 17.0 The detailed Qualifying Requirements (QR) are given in the section, "Annexure to BDS".
- 18.0 The Employer shall conduct e-Reverse Auction (e-RA), as per provisions of **Instructions to Bidders (ITB)** of Tender documents.
- 19.0 ***Employer/ Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differences between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

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

BID INFORMATION SHEET

The brief details of the tender are as under:

| | | |
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| (A) | NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB | Design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, multi – level inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licences, installation and incidentals, insurance at all stages, erection, testing and commissioning of 5 MW (AC) Grid Interactive saffron based Agro-Solar PV Power Plant and performance demonstration with associated equipment and materials on turnkey basis at Pampore in Jammu & Kashmir State along with 10 (Ten) years comprehensive operation and |
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| | | <p>maintenance from the date of commissioning or Operational Acceptance, whichever is later.</p> <p>1. Design, Procurement & Supply and erection of the following, in all respect:</p> <p>1.1 Solar panels including module mounting structures and fasteners.</p> <p>1.2 All power conditioning systems including junction boxes, Inverters/ PCU, DC and AC circuit breaker(s).</p> <p>1.3 All associated electrical works and equipment required for interfacing line/ cable (i.e. transformer(s) – power and auxiliary, breakers, isolators, lightning arrestor(s), LT/other panels, protection system, cables, metering etc., but not limited to) as per technical specifications.</p> <p>1.4 Design, supply, erection, testing & commissioning defined in scope of work/ TS as per project requirement and associated switchgear equipment and metering equipment as per technical specification and state regulations.</p> <p>1.5 All associated civil works, including design and Engineering, for: Earthwork for Site grading, cutting, filling, levelling & compacting, internal Roads, Storm water drainage in the requisite project land as required for development of this Agro-Solar PV Power Plant.</p> <p>1.6 Construction of Passage for Cleaning of Solar PV Project.</p> <p>1.7 Construction of rain water drainage, if required.</p> <p>1.8 Setting up of a comprehensive Fire Protection system as per the Hazardous area classification for the site.</p> <p>1.9 Supply of mandatory spares & special tools and tackles.</p> <p>1.10 Demonstration of performance of the plant as per the requirement specified in the bidding documents.</p> <p>1.11 Comprehensive operation & maintenance of the SPV plant for 10 (Ten) years as mentioned in detailed scope of work from the date of commissioning or Operational Acceptance, whichever is later, as detailed in technical specification, including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.</p> <p>1.12 Obtaining all associated statutory and regulatory compliances and approvals for successful construction, commissioning and operation of plant.</p> <p>1.13 The detailed scope of work is given in Section VII: Scope of Work, specifications and Drawings of this bidding documents.</p> |
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| (B) | TENDER NO. & DATE | SECI/C&P/PMC/11/0002/2021-22 dated 04/03/2022 | | | | | |
| (C) | SOURCE OF FUNDS | Employer/Owner as defined in the Bid Data Sheets (BDS) intends to finance the package through domestic funding and own resources. | | | | | |
| (D) | TYPE OF TENDER | "Single Stage Two Envelope "online Bidding system followed by e-Reverse Auction. | | | | | |
| (E) | BIDDERS ELIGIBLE FOR BIDDING | This bid is open to bidders from within the Owner's/Employer's country only. | | | | | |
| (F) | COMPLETION/ CONTRACT PERIOD | As mentioned in Special Conditions of Contract (SCC). | | | | | |
| (G) | COST OF BIDDING DOCUMENTS | Free of cost | | | | | |
| (H) | TENDER PROCESSING FEE | <table border="1"> <tr> <td>APPLICABLE</td> <td>Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td></td> </tr> </table> <p>Amount: INR 25000/- (Indian Rupees Twenty-Five Thousand only) inclusive of GST @ 18%</p> | | APPLICABLE | Yes | NOT APPLICABLE | |
| APPLICABLE | Yes | | | | | | |
| NOT APPLICABLE | | | | | | | |
| (I) | EARNEST MONEY DEPOSIT (EMD) | <table border="1"> <tr> <td>APPLICABLE</td> <td>Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td></td> </tr> </table> <p>Amount: INR 47,00,000 (Indian Rupees Forty-Seven Lakhs only).</p> | | APPLICABLE | Yes | NOT APPLICABLE | |
| APPLICABLE | Yes | | | | | | |
| NOT APPLICABLE | | | | | | | |
| (J) | CONTRACT PERFORMANCE SECURITY | <table border="1"> <tr> <td>APPLICABLE</td> <td>Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td></td> </tr> </table> | | APPLICABLE | Yes | NOT APPLICABLE | |
| APPLICABLE | Yes | | | | | | |
| NOT APPLICABLE | | | | | | | |
| (K) | DATE, TIME & VENUE OF PRE-BID MEETING & SITE VISIT | | | | | | |

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| | | <p>Tentative Date of Pre-Bid Meeting: 1100 HRS (IST) on 15.03.2022</p> <p>Venue will be intimated subsequent to the release of tender document.</p> <p>Site Visit:</p> <p>Prospective Bidders are advised to visit the proposed Land site to study the actual conditions and go through the plans/ drawings connected to the present scope of work etc including power evacuation system and Ground based Project capacities and get acquainted with the same before attending Pre-bid meeting.</p> <p>For seeking visit of site or any clarifications bidders may contact the AGM, PV SECI.</p> |
| (L) | OFFLINE & ONLINE BID-SUBMISSION DEADLINE | <u>19/04/2022 up to 1400 HRS</u> |
| (M) | OFFLINE & ONLINE BID OPENING | <u>19/04/2022, 1600 HRS onwards</u> |
| (N) | FINANCIAL BID OPENING | To be intimated subsequent to the shortlisting of Techno Commercial Bids |
| (O) | TECHNICAL QUERIES CONTACT DETAILS | <p>Sh Shreedhar Singh Additional General Manager (Projects)</p> <p>Solar Energy Corporation of India Limited (A Government of India Enterprise)</p> <p>6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>E mail: shreedhar.singh@seci.co.in Phone: 011-71989200/ 71989293</p> |
| (P) | CONTACT DETAILS OF ETI | <p>M/s Electronic Tender.com (India) Pvt Ltd Registered Office: 6, Jain Mandir Road, New Delhi-110001 Corporate Office: 1001, City Court, M. G. Road, Gurugram - 122002, Haryana Contact Person: ETS Support Team Contact No.: +91-124-4229071, 4229072</p> |

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| | Email: support@isn-ets.com |
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- 1.0 Bids must be submitted strictly in accordance with Clause no. 11 of ITB depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the Tender document.
- 2.0 Bidder(s) are advised to bid strictly as per terms and conditions of the tender documents and not to stipulate any deviations/ exceptions.
- 3.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from ETS Portal of ISN-ETS (<https://www.bharat-electronicstender.com>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 4.0 No Manual / Hard Copy of the Bid shall be acceptable.
- 5.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 6.0 Owner will release NOA/ LOI/ LOA for LSTK (Lump Sum Turn Key)/ EPC (Engineering, Procurement & Commissioning) to the successful bidder. The NOA/ LOI/ LOA for LSTK/ EPC job shall be awarded in following respective parts as mentioned briefly below: -
 - (i) **First Contract (Supply Part):** For providing the Ex Works Supply, materials including mandatory spares and any other supplies specified in the Tender Documents under the scope of Supply.
 - (ii) **Second Contract (Service Part):** For all services i.e., including Transportation and Insurance of all Equipments till site, Unloading, Storage, Handling at Site, Civil Works, Design, engineering, Erection, Installation, Testing and Commissioning including Performance Testing in respect of all the Equipments supplied under the scope of Supply and any other services specified in the Contract Documents.
 - (iii) **Third Contract (O&M Part):** For providing Comprehensive operation & maintenance of the Solar PV plant for 15 (Fifteen) years from the date of Operational Acceptance, as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.
- 7.0 However, the above-mentioned contract award methodology may be modified/ changed based on specific project requirements and upon sole discretion of Owner.

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SECTION - II

INSTRUCTION TO BIDDERS (ITB)

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2. ANNEXURE-II: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)

Preamble

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

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

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

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

[A] - GENERAL

1 SCOPE OF BID

- 1.1 The Employer/ Owner, wishes to receive Bids as described in the Bidding documents/ Tender documents issued by Employer/ Owner.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the entire scope of work within the period stated in Section - V, Special Conditions of Contract.
- 1.4 Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause no. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder (either individually or as a consortium or any of the participating members of the Consortium) shall not have been debarred by Employer/ Owner/ Ministry of New & Renewable Energy (MNRE) or any other ministries and / or any other Government Department, Agencies or CPSUs from future bidding due to "poor performance" or "corrupt and fraudulent practices" or any other reason in the past.

If the tender documents were issued inadvertently/ downloaded, offers submitted by such bidders shall not be considered for opening/ evaluation/ Award and will be returned to such bidders.

It is the sole responsibility of the Bidder to have informed SECI about any change in status of the declaration (if any) prior to award of contract, the same has to be informed promptly to Employer/ Owner by the bidder.

It shall be the sole responsibility of the bidder to inform Employer/ Owner in case the bidder is debarred from bidding by Employer/ Owner or Public Sector Project Management Consultant. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on the due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to Employer/ Owner by the bidder.

It shall be the sole responsibility of the bidder to inform Employer/ Owner in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall

tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

2.4 Bidder shall not be affiliated with an entity:

- (i) that has provided consulting services related to the work to the Employer/ Owner during the preparatory stages of the work or of the project of which the works/ services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer/ Owner as an Engineer/ Consultant for the contract.

2.5 Neither the entity [appointed as the Project Management Consultant (PMC)/Consultancies for a contract] nor its affiliates/ JV's/ Subsidiaries shall be allowed to participate in the tendering process.

2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria as mentioned in the Annexure to BDS.

3 BIDS FROM CONSORTIUM/ JOINT VENTURE

3.1 Unless otherwise specified in the Bid Data sheet (BDS), Bids from Consortium/ Joint Venture are allowed. However, the eligibility criteria along with other terms and conditions (as mentioned in clause no. 1.4 of Annexure to BDS) shall be complied upon.

4 NUMBER OF BIDS PER BIDDER

4.1 Unless otherwise specified in the Bid Data sheet (BDS), a Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

5 COST OF BIDDING & TENDER PROCESSING FEE

5.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Employer/ Owner will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 TENDER PROCESSING FEE (NON-REFUNDABLE)

5.2.1 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 attached under Section - I (Invitation for Bids, IFB). Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and

shall be liable for rejection.

- 5.3 **The Tender Processing Fee and EMD, if applicable is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/DIC Category only. In order to avail the exemption in Tender Processing Fee in case of consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category/DIC.**
- 5.4 In case of any discrepancy/ non-submission of either offline or online 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.
- 5.5 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 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer/ Owner to enter upon its premises and land/Area for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer/ Owner and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against Employer/ Owner for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] - BIDDING DOCUMENTS

7 CONTENTS OF TENDER DOCUMENTS

- 7.1 The contents of Tender Documents are those stated below, and should be read in conjunction