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## 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 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 shall have exclusive jurisdiction of Indian courts at New Alipore Court, Kolkata, South24-Parganas, West Bengal, India.

**[A] - GENERAL**

**1 SCOPE OF BID**

- 1.1 The EMPLOYER, wishes to receive Bids as described in the Bidding documents/ Tender documents issued by EMPLOYER.
- 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 by the bidder.

It shall be the sole responsibility of the bidder to inform EMPLOYER 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 by the bidder.

It shall be the sole responsibility of the bidder to inform EMPLOYER in case the bidder is

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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 (EMPLOYER)/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

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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 is exempted for MSE Vendors registered under NSIC/Udyog Aadhar/ DIC Category only.**

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

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with any 'Addendum/ Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bids [IFB]
- Section-II : Instructions to Bidders [ITB]
- Section-III : Bid Data Sheets [BDS]  
Annexure to Bid Data Sheets [Qualifying Requirements]
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Sample Forms and Formats
- Section-VII : Scope of Work & Technical Specifications
- Section-VIII : Schedule of Rates [SOR]/ Price Schedule [PS]/ Format for Price Bid

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Tender Documents. The entire Tender Documents together with all its amendments, clarifications and attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid. However, EMPLOYER at its sole discretion may seek clarifications from the Bidders to adjudge the exact content and facts of the Tender Documents.

## 8 CLARIFICATION OF TENDER DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Tender Documents may notify EMPLOYER in writing by E-mail or at EMPLOYER's mailing address indicated in the Bid Information Sheet no later than 02 (Two) working days after the pre-bid meeting (in cases where pre-bid meeting is scheduled) or 15 (Fifteen) days prior to the bid closing date (in cases where pre-bid meeting is not held). EMPLOYER reserves the right to ignore the bidders request for clarification if received beyond the aforesaid period. EMPLOYER may respond in writing to the request for clarification. EMPLOYER's response including an explanation of the query, but without identifying the source of the query will be uploaded on ETS Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or EMPLOYER's website [www.seci.co.in](http://www.seci.co.in).
- 8.2 Any clarification or information required by the Bidder but same not received by the EMPLOYER at clause 8.1 above is liable to be considered as "no clarification/ information required".
- 8.3 Clarifications sought by the bidders are to be mandatorily submitted in the SECI provided format only provided along with the Tender document. Pre-Bid queries submitted in any other format will not be considered.

## 9 AMENDMENT OF TENDER DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', EMPLOYER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender

Documents by addenda/ corrigendum.

- 9.2 Any addendum/ corrigendum thus issued shall be part of the Tender Documents and shall be hosted on ETS Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or EMPLOYER's website [www.seci.co.in](http://www.seci.co.in). Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The EMPLOYER, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

### [C] - PREPARATION OF BIDS

#### 10 LANGUAGE OF BID:

The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and EMPLOYER shall be written in English language alone. Any printed literature furnished by the bidder may be written in another language as long as accompanied by an ENGLISH translation duly authenticated by the Chamber of Commerce/ Certified Translator of bidder's country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce/ Certified Translator of Bidder's country shall be submitted by the Bidder.

#### 11. DOCUMENTS COMPRISING THE BID

The bid shall be submitted by the Bidder under "Single Stage - Two Envelope" procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

##### I. Fundamental Compliance Documents under Offline Mode

The Following Fundamental Bid Compliance documents listed below are to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear {the name of Tender, the Tender No. and the words 'DO NOT OPEN BEFORE' (due date & time)}.**

**Contact Persons Name: Mr Sandeep Kumar / Mr Umesh Patidar**

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- (a) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Form F-1'
- (b) EMD, if applicable in original as per Clause 16 of ITB as per 'Form F-2' or as prescribed.
- (c) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-3')
- (d) Copy of Board Resolution
- (e) The Passphrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

**Bidder should note that it's a complete "ONLINE BID" & no documents are to be submitted in Hard Copy (Except the Fundamental Bid Compliance documents)**

Further, Bidder shall submit the above-mentioned Fundamental Bid Compliance documents only under Offline Mode, which are required to establish the Fundamental requirements of the Bids. Same are required to be submitted to SECI Office, maximum within "Last Date & time of online Bid submission + 2 Working Days" (Ex Last Date of Bid submission is 07<sup>th</sup> September 2024 by 1400 Hours, then the Fundamental Bid Compliance documents may be submitted latest by 09<sup>th</sup> September 2024 by 1400 Hours), post which no document would be accepted and the bids lacking in the Fundamental Bid Compliance documents will be rejected.

In all circumstances the Last Date of online Bid submission will be treated as the final Bid submission deadline & the online bids will be opened on the same day accordingly.

All such opened Online bids will be considered as provisional online bids for next 02 working days period as explained, subject to the receipt of Fundamental Bid Compliance documents as mentioned above. Further, the bids complying in all respect having fulfilled the Fundamental Bid Compliance documents will be taken ahead for the purpose of evaluation.

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

**"Bidder should explicitly note that no offline documents are to be submitted as a part of Second envelope".**

## **II. Online Documents/Soft Copy**

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

### **II (a) As part of First Envelope**

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- (a) The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the ISN-ETS portal, shall be duly filled.
- (b) Scanned copies of all the above-mentioned original documents during online Bid Submission as a part of First envelope and Bid Form for first envelope.
- (c) Certificate of Incorporation
- (d) 'Bidder's General Information', as per 'Form F-1'.
- (e) 'No Deviation Confirmation', as per 'Form F-6'.
- (f) 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-7'
- (g) 'Declaration regarding the procurement of Solar Inverters from class I local suppliers, as per 'Form F-12'
- (h) 'Bidders Experience as per 'Form F-13'
- (i) Format of Chartered Accountant certificate for financial capability of the bidder as per 'Form F-16'
- (j) 'E-Banking Format as per 'Form F-19'
- (k) 'Shareholding Certificate' as per 'Form F-23'
- (l) 'Format for Cyber Security Agreement' as per 'Form F-25'
- (m) 'Integrity Pact Format' as per 'Form F-26'
- (n) "FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU OF BG TOWARDS EMD)" as per 'Form F-27'
- (o) "FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU OF BG TOWARDS PBG)" as per 'Form F-28'
- (p) "Undertaking regarding confirmation on inspection of Module under Contractor Scope" as per 'Form F-29'
- (q) Form of Undertaking by the Bidder and the Firm as per 'Form F-30' (if applicable)
- (r) Form of Insurance Surety Bond towards EMD as per Format F-31
- (s) Form of Insurance Surety Bond towards PBG as per Format F-32
- (t) Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- (u) Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-16

## **II (b) As part of Second Envelope**

- (a) The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ISN-ETS portal, shall be duly filled. "Termed as **ELECTRONIC FORM**".
- (b) Main Price Bid comprising of Schedule No 1 to 4 of the Price Schedule (available in Section - VIII, SOR), duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**".

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

- 12.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works as described in Tender Documents, based on the rates and prices submitted by the Bidder and accepted by the EMPLOYER/ Owner. The prices quoted by the Bidders should indicate

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clearly the Goods & Service Tax (GST) components as also mentioned under the SOR.

- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]/ Price Schedule [PS]/ Bid Prices" enclosed as part of Tender documents under Section - VIII. If quoted in separate typed sheets, such bids may be rejected.
- 12.3 Bidder shall quote for all the items of "SOR/ PS" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR/ PS" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the SOR formats Schedule Nos 1-4.
- 12.5 Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.6 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 SOR/ PS.

The term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the project.

However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor, or (iii) any change on account of regulatory measures by the Appropriate Commission.

- 12.7 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.8 Bidder need to submit the detailed break-up of Goods & Service Tax (GST) (applicable for both Central and State) in the SOR formats viz Schedule Nos 1-4. This data is required to

ascertain the

- a) Computation of taxes assumed at the time of bidding.
- b) The total impact due to revision in applicable tax rate or introduction of new tax, if any.

Bidders are required to ascertain the correctness of amount related to Goods & Service Tax (GST) as mentioned in the SOR/ PS as on the date of techno-commercial bid submission as it will impact the Price assessment part at the time of evaluation of price bid.

### 13 **Goods & Service Tax (GST)**

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

Contractor shall be responsible to comply with all the requirements of applicable provisions of GST. Contractor has to mandatorily get registered under GST at Central and relevant State(s). Contractor shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that Owner is not able to take Input Tax Credit (ITC) benefit of the taxes due to any fault of the Contractor, Owner shall be constrained to deduct the amount from the payments to be made to the Contractor or recover the same in any other manner.

13.1 Bidders are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST tax is applicable.

13.2 The responsibility of payment of GST lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:

- (a) Name, Address & Registration No. of such Person/ Contractor
- (b) Name & Address of the Person/ Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) GST Amount, if any.
- (e) HSN code of the Goods/Services.

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

13.3 In case CBIT (Central Board of Indirect Taxes and Customs) brings to the notice of EMPLOYER/ Owner that the contractor has not remitted the amount towards GST collected from EMPLOYER/ Owner to the government exchequer, then, that contractor may be debarred from bidding in future tenders of EMPLOYER/ Owner for given period as per the

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sole discretion of EMPLOYER/ Owner.

- 13.4 In case of statutory variation in GST during entire period of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence 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. The following may also be noted: -
- a) Any increase in the rate of Non ITC based GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the EMPLOYER/ Owner.
- 13.5 Owner will reimburse the GST to the Contractor at actuals against submission of ITC based invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.
- 13.6 Owner will reimburse the GST to the Contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- 13.7 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable Owner to avail Input Tax Credit (ITC) (If applicable)

#### 14 **BID CURRENCIES:**

Bidders must submit bid in the currency as mentioned Bid Data Sheet.

#### 15 **BID VALIDITY**

- 15.1 Bids shall be kept valid for period specified in BDS from the final 'Bid Opening Date'. A Bid valid for a shorter period may be rejected by EMPLOYER as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the EMPLOYER may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD, if applicable will '. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'EMD, if applicable will ' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

**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 Tender validity should be calculated and sufficed. The validity of the Tender 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.

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## 16 EARNEST MONEY DEPOSIT (EMD)

- 16.1 The applicability/Non-applicability of Earnest Money Deposit (EMD) is specified under BDS.
- 16.2 The Bids must be accompanied with '**Earnest Money Deposit (EMD)**' in the form of either through NEFT/ RTGS transfer in the account of SECI or '**Demand Draft**' or '**Banker's Cheque**' [in favour of **Solar Energy Corporation of India limited, New Delhi payable at New Delhi**] or '**Bank Guarantee**' as per the format given in **Form F - 4 of 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.
- 16.3 The '**EMD**' is required to protect EMPLOYER/ Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-16.8".
- 16.4 EMPLOYER/ 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 at Form F-22, Section-VI 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 in excess of INR 500 Crores (Indian Rupees Five Hundred Crores Only).
- 16.5 Bid not accompanied with required amount of EMD shall be liable for rejection.
- 16.6 'Earnest Money Deposit' of all the unsuccessful Bidders disqualified at the stage of Techno-Commercial evaluation, E-Ra shortlisting or during/after E-Ra process will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' of their respective disqualification.
- 16.7 The successful bidder's (L1 bidder) 'Earnest Money Deposit' will be discharged upon the Bidder's signing the 'Contract Agreement' and furnishing the 'Performance Security duly vetted by the Bank'.
- 16.8 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) Violates any other condition, mentioned elsewhere in the tender document including

deviations or conditional bid.

(d) In the case of a successful Bidder, if the Bidder fails to:

- (i) acceptance of the NOA/ LOI/ LOA.
- (ii) to furnish "Performance Security.
- (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.9 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 at 'Form F-4A'.

**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 and Bid validity should be calculated and sufficed. The validity of the submitted EMD and bid validity 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.

## 17 PRE-BID MEETING

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

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on SECI & ETI website against the Tender. Any modification of the Contents of Tender Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the EMPLOYER exclusively through the issue of an Addendum/ Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

## 18 SIGNING OF BID/TENDER DOCUMENT

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

## 19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of Tender Documents may lead to rejection of bid. EMPLOYER/ Owner will accept bids based on terms & conditions of Tender Documents only. Bidder may note EMPLOYER/ Owner will determine the substantial

200 MW (AC) Ground mounted Solar PV Power Plant Project	Tender No. SECI/C&P/OP/11/017/2024-25	ITB Page 16 of 52	Signature of Bidder
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responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. EMPLOYER's/ Owner's determination of a bid's responsiveness is based on the content of the bid itself. EMPLOYER/ Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Eligibility Criteria including General, Technical and Financial Qualifying Requirements
- (b) Firm Price
- (c) Tender Processing Fees and Earnest Money Deposit
- (d) Tender Document Fees, if applicable
- (e) Specifications & Scope of Work
- (f) Schedule of Rates (SOR)/ Price Schedule (PS)
- (g) Duration/ Period of Contract/ Completion schedule
- (h) Period of Validity of Bid
- (i) Warrantee/Guarantee/ Defect Liability Period
- (j) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

## 20 **E-PAYMENT**

Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form enclosed at Format F-19 in Section-VI, Sample Forms and Formats of the Tender documents.

## **[D] - SUBMISSION OF BIDS**

### 21 **SUBMISSION, SEALING AND MARKING OF BIDS**

- 21.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.
- 21.2 Offline documents (Specific documents only) as mentioned in clause no. 11.I of Section - II, Instructions to Bidders (ITB) of the Tender document shall be submitted in a Sealed Covering

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## Balance of System tender for setting up of grid connected 200 MW Ground mounted Solar PV plant at Dhar, Madhya Pradesh

Envelope. The Covering Envelope shall have the following Sticker

Offline Tender Document for “Design, Engineering, Supply (except PV modules), Construction, Erection, Testing & Commissioning of 200 MW (AC) Ground mounted Solar PV Power Plant at Dhar”	
<b>Tender Document No.</b>	<b>SECI/C&amp;P/OP/11/017/2024-25</b>
<b>Last Date of Submission</b>	
<b>Bids Submitted by</b>	<b>(Enter Full name and address of the Bidder)</b>
<b>Authorized Signatory</b>	<b>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</b>
<b>Bid Submitted to</b>	<b>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, India</b>

21.3 All the bids shall be addressed to the EMPLOYER at address specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).

21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

### **22 DEADLINES FOR SUBMISSION OF BIDS**

22.1 The bids must be submitted through e-tender mode not later than the date and time specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).

22.2 The offline documents of required specific documents must be submitted through courier/ registered post/ by hand not later than the date and time specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB)/BDS

22.3 EMPLOYER/ Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of EMPLOYER/ Owner and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on ETS Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or EMPLOYER's website [www.seci.co.in](http://www.seci.co.in).

### **23 LATE BIDS**

23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 E-tendering system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified