



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
Tel: 011 – 24666 200
e-mail: contracts@seci.co.in

Request for Empanelment (RfE) of Agencies for Performing Site Studies for Preparation of DPR (Category A, B, and C)

RfE No. SECI/C&P/EOI/17/0002/23-24 dated: 18.03.2024

Tender Search Code on ISN-ETS: SECI-2024-TN000016

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE NO.
I	Invitation for Bids (IFB)	7 – 11
II	Detailed Scope of Work and Technical Parameters	12 - 14
III	Instructions to Bidders/Agencies (ITB)	15 - 43
IV	Qualifying Requirements (QR)	44 - 53
V	Sample Forms & Formats for Bid Submission	54 - 70

DISCLAIMER

1. Though adequate care has been taken while preparing the RfE 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 Owner immediately. If no intimation is received from any bidder within **10 (Ten) days from the date of issuance of RfE 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 RfE 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.

Place: New Delhi

Date: 18.03.2024

BID INFORMATION SHEET

The brief details of the RfE are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK	Request for Empanelment of Agencies for performing site studies for preparation of DPR (Category A, B, and C)	
(B)	RfE NO. & DATE	SECI/C&P/EOI/17/0002/23-24 dated 18.03.2024	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input type="checkbox"/> Yes
		TWO BID SYSTEM	<input type="checkbox"/>
(D)	TYPE OF RfE/ TENDER	E-TENDER	<input type="checkbox"/> Yes
		MANUAL	<input type="checkbox"/>
(E)	EMPANELMENT PERIOD	05 (Five) Years from the effective date of Notification of Empanelment (NoE) with the provision for further extension of 02 (Two) years based on the satisfactory performance of the agency during the empanelment period and/or based on mutual agreement of both the parties.	
(F)	BIDCUMENT PROCESSING FEE (NON-REFUNDABLE)	APPLICABLE	<input type="checkbox"/> Yes
		NOT APPLICABLE	<input type="checkbox"/>
		Amount: INR 6000.00/- (Indian Rupees Six Thousand Only) inclusive of GST, 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. Bid Processing Fee is to be deposited along with the Bid document submission.	
(G)	EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="checkbox"/>
		NOT APPLICABLE	<input type="checkbox"/> Yes

		Shall be submitted during Stage-II bidding process.				
(H)	CONTRACT PERFORMANCE SECURITY	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/> Yes</td> </tr> </table> <p>Shall be submitted during Stage-II bidding process.</p>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/> Yes
APPLICABLE	<input type="checkbox"/>					
NOT APPLICABLE	<input checked="" type="checkbox"/> Yes					
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal and/or SECI website: https://www.seci.co.in				
(J)	BID-SUBMISSION DEADLINE (OFFLINE MODE)	As per NIT on ISN-ETS portal				
(K)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal				
(L)	CONTACT DETAILS OF ISN-ETS PORTAL	M/s Electronic Tender.com (India) Pvt. Ltd. Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs. to 18:00 Hrs. on all working Days i.e., Monday to Friday except Govt. Holidays) e-mail: support@isn-ets.com				
(M)	CONTACT DETAILS OF SECI	1) Sh. Sandeep Rana Dy. General Manager (C&P) Ph: 011-24666237 sandeep@seci.co.in 2) Sh. Swapnil Gandhi Sr. Engineer (C&P) Ph: 011-24666359 swapnil.gandhi@seci.co.in				
(N)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfE)	Sh. Ajay Kumar Sinha Additional General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Contact No.: 011-24666-200 Email: contracts@seci.co.in				

Note: Bidders/Agencies also have the option of submitting the Bid Processing Fees through online mode to SECI through NEFT/RTGS, complete bank details of which are available at SECI's website at www.seci.co.in. However, the remittance copy of such online transaction needs to be submitted along with the Techno commercial bid. Bidder shall submit the Tender proposal, complete in all respect as per the Bid Information sheet.

- 1.0 Bids must be submitted strictly in accordance with Section-III, Instructions to Bidders/Agencies (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 RfE document.
- 2.0 Bidder(s) are advised to quote strictly as per terms and conditions of the RfE documents and not to stipulate any deviations/ exceptions.
- 3.0 Any bidder, who meets the Qualifying Requirement and wishes to participate in this RfE, may download the complete RfE document along with its amendment(s) if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or from SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of RfE Document on or before the due date of bid submission.
- 4.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfE document through the websites <https://www.bharat-electronictender.com> and www.seci.co.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.seci.co.in and the details only will be available from <https://www.bharat-electronictender.com>

SECTION-I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

(SINGLE STAGE SINGLE ENVELOPE BIDDING)

- 1.0 Solar Energy Corporation of India Limited (hereinafter referred as “SECI” or as “Owner”) is a CPSU under the administrative control of the Ministry of New and Renewable Energy (MNRE) -Government of India (GoI), to facilitate the implementation of JNNSM and achievement of targets set therein. It is the only CPSU dedicated to the solar energy sector. In the present outlook of the RE sector, especially solar energy, SECI has a major role to play in the sector’s development. The company is responsible for implementation of a number of schemes of MNRE for large-scale grid-connected projects under JNNSM, solar park scheme and grid-connected solar rooftop scheme along with a host of other specialised schemes. In addition, SECI is also developing its own Solar, Floating & Hybrid innovative RE Projects & is providing consultancy services to various major CPSUs for developing turnkey basis RE Projects. The company also has Category I Power Trading License and is active in this domain through trading of solar power from projects set up under the schemes being implemented by it.
- 2.0 In line with above, SECI proposes to empanel experienced and competent agencies/ firms/ companies for different activities required various stages of Project (viz. feasibility study/ Pre-bid Engineering/ Detail Design/ Project Management) for construction of solar PV plants (both ground mounted and floating types) and Plant Health Audit of solar PV plants.
- 3.0 Therefore, SECI hereby invites Request for Empanelment of Agencies for performing site studies for preparation of DPR in Category A, B and C as follows:
- i) **Category A:** Topographic Survey with Geotechnical investigation (DGPS + Total Station)
 - ii) **Category B:** Topographic Survey with Geotechnical investigation (LiDAR/UAV)
 - iii) **Category C:** Topographic & Hydrographic Survey with Geotechnical investigation
- 4.0 The Bidders will be required to submit their bid against this RfE for one or more than one Categories out of the Category A, B, and C. The empanelment will be carried out for the individual Categories separately and the Selected Bidder will be empanelled for that respective Category. The Selected Bidder for a particular Category(ies) will be empanelled for that Category(ies) only.
- 5.0 Only those bidders fulfilling the qualifying requirements and are empanelled under either Category A or Category B will be eligible for empanelment under Category C upon fulfilment of respective qualifying requirements. In other words, if the bidder full-fills the qualifying requirements for Category C and is not empanelled in either Category A or Category B, then the bidder will not get empanelled under Category C.

For e.g., bidders submitting the bid for all the three categories i.e. Category A, B and C may get empanelled for only one category or two categories or all the three categories based on the

fulfilment of the qualifying requirements and evaluation criteria laid down in the RfE. Also, bidder submitting the bid for one or two categories may get empanelled in one or both categories i.e., the partial empanelment is also allowed.

- 6.0 This RfE document shall be part of the Stage-I bidding process. The Stage-II bidding process i.e. Request for Selection will be carried out subsequently at SECI's discretion.
- 7.0 This Invitation for Bids extended through media, website or written communication or by any other means, and issuance of RfE documents below shall not be construed to mean that the prospective Bidders/Agencies to whom the Invitation for Bids has been extended and/ or RfE documents have been issued is deemed to be an eligible bidder. The eligibility of the Bidders/Agencies shall be determined as per the provisions of RfE documents.

OVERVIEW OF THE RfE

- 1.0 The Bidders will be required to submit their bid against this RfE for one or more than one Categories out of the Category A, B, and C. The empanelment will be carried out for the individual Categories separately and the Selected Bidder will be empanelled for that respective Category. The Selected Bidder for a particular Category(ies) will be empanelled for that Category(ies) only.
- 2.0 Agencies empanelled by SECI based on this RfE, shall be responsible for performing site studies for preparation of DPR under Category A, B and C as detailed out in this RfE documents.
- 3.0 The bidding documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.
- 4.0 Bidders/ Agencies shall submit their bid by strict adherence to this RfE document. Any deviation other than specifically allowed in this RfE document shall be liable for rejection of the bid at the sole discretion of Owner.

GENERAL

- 1.0 A Two Stage Bidding Procedure will be adopted and will proceed as detailed in the RfE Documents. This RfE document shall be part of the Stage-I bidding process. The Stage-II bidding process i.e. Request for Selection will be carried out subsequently at SECI's discretion.
- 2.0 The complete RfE document is available at Central Public Procurement portal (CPPP) of GoI at www.eprocure.gov.in, ISN-ETS Portal (<https://www.bharat-electronictender.com>) as well as on SECI's website <http://www.seci.co.in>. Interested Bidders/Agencies shall download the RfE documents from the Website as per the provisions available therein.
- 3.0 Interested bidders have to necessarily register themselves on the portal <https://www.bharat->

electronicstender.com (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited 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 Electronic Tender.com (India) Pvt. Limited, Gurugram to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfE documents.

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

For proper submission of the bids through online/offline mode, it shall be the sole responsibility of the Bidders/Agencies to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the RfE as well as by contacting M/s Solar Energy Corporation of India Limited, New Delhi directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Owner in no case shall be responsible for any issues related to timely or properly submission of the bid in accordance with the relevant provisions of Section-II (ITB) of the Bidding Documents.

- 5.0 A **Single Stage Single Envelope** Bidding Procedure will be adopted for this RfE document. It shall be noted that the respective rights of the Owner and the Bidder/ Agency shall be governed by the RfE Documents/ Empanelment Agreement signed between the Owner and the Agency.
- 6.0 Bidders/Agencies should submit their bid proposal Online/Offline as detailed out in the RfE document complete in all aspect on or before last date and time of Bid Submission.
- 7.0 Bidder shall submit bid proposal along with non-refundable Bid Processing Fees (if applicable), complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in presence of authorised representatives of Bidders/Agencies who wish to be present. Bid proposals received without the prescribed Bid Processing Fees 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.**
- 8.0 RfE documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from CPPP portal www.eprocure.gov.in as well as on SECI’s website <http://www.seci.co.in>. **It is mandatory to download official copy of RfE document from SECI Website. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfE shall be uploaded on SECI website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned SECI website.**
- 9.0 The detailed Qualifying Requirements (QR) are given in Section-IV of RfE documents.
- 10.0 *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

- 1.0 Words comprising the singular shall include the plural & vice versa.
- 2.0 An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 3.0 A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 4.0 Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 5.0 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.

SECTION-II

DETAILED SCOPE OF WORK AND TECHNICAL PARAMETERS

DETAILED SCOPE OF WORK AND TECHNICAL PARAMETERS

The detailed scope of work for Category A, B, and C Agencies to be Empanelled for performing studies for preparation of DPR is as follows:

1. Category A: Topographic Survey using DGPS and Total Station

Agency must be capable of performing Topographic Survey using DGPS and Total Station including Geo-Technical Investigation Study by NABL certified labs for conducting Feasibility study Final Location Survey/ DPR preparation and/or Boundary demarcation for construction of solar PV plants.

- i) Topographic survey for establishment of DGPS Control Points (as marked on Toposheets and report generation as per format approved by Engineer In-charge).
- ii) Establishing Benchmarks and Reference pillars at site connected to PBM Benchmarks on pillar made of RCC.
- iii) Closed Traversing of the area for establishment of horizontal control for the proposed solar PV plant and report generation as per format approved by Engineer in charge.
- iv) Closed Levelling of the area for establishment of vertical control (referencing with any SOI benchmark and/or railway GCP) for the proposed solar PV plant and report generation, as per format approved by Engineer in charge.
- v) Developing plan of appropriate scales for proposed solar PV plant and preparation of drawings, report and their submission in editable formats.
- vi) Conducting Geo-technical investigation for the samples gathered from site with tests being conducted from NABL accredited laboratory.

2. Category B: Topographic Survey using LiDAR/UAV, Alignment Design and High-resolution satellite imagery.

Agency must be capable of performing Topographic Survey (Including UAV/Aerial LiDAR), High-resolution satellite imagery including Geo-Technical Investigation Study by NABL certified labs for conducting Feasibility study/ Final Location Survey/ DPR preparation and/or Boundary demarcation for construction of solar PV plants.

A. Data Capturing/Pre-Processing

- i) Establishing suitable Ground Control Points (GCPs) and checkpoints preferably near the plant boundary by conducting a topographical survey by Unmanned Aircraft System i.e., UAV Drone or LiDAR using Aircraft/Helicopter for proposed solar PV plant.
- ii) The GCP marked should be on a flat surface either as RCC column or is heavy so that it doesn't move (painting on the ground suffices) and is matte finish with a clear corner or center as the point.
- iii) GCP and checkpoints will be established with reference to the Permanent Bench Marks (PBM) available nearest to the site. Also, PBM will be identified from nearest Railway Station, nearest

dam to the identified site by the employer etc.

B. Aerial survey

- i) The survey should capture very high-resolution images along with small object/obstacles/outcrop of the identified site.
- ii) The image should capture images covering entire area of the proposed solar PV project.
- iii) Appropriate image overlapping and Ground sample distance (GSD) images should be taken as per Engineer-in-charge recommendations.
- iv) The images should have been taken with an exterior offset of suitable distance as recommended by the Engineer-in charge of the proposed solar PV plant.

C. Post Processing

- i) Latest Post Processing Kinetics (PPK) or Real Time Kinetics (RTK) technique and equipment shall be utilized for surveying to accurately access the site.
- ii) The data collected shall be edited/cleaned by using relevant latest software and the details of the software used shall be intimated at the time of bidding.
- iii) Conducting Geo-technical investigation for the samples gathered from site with tests being conducted from NABL accredited laboratory.

3. **Category C: Hydrographic Survey**

Agency must be capable of performing Hydrographic/Bathymetric Survey including both onshore and offshore Geo-Technical Investigation Study by certified NABL labs for conducting Feasibility study / DPR preparation for construction of Floating solar PV projects.

- i) Establishment of control points through DGPS triangulation for horizontal control and closed levelling from nearest benchmarks for vertical control.
- ii) Conducting soundings in the river/lake/water body using single/dual frequency echo- sounders with suitable DGPS positioning arrangement with digital data logging using bathymetric/hydrographic survey software like HYPACK. All arrangement mounted on a suitable survey vessel.
- iii) Performing bar check calibration in the field and Applying draft, roll/pitch and other corrections before and after the survey work daily.
- iv) Observing water levels to reduce soundings in the river/lake/water body by installing water/tide gauges on banks and connecting it to nearest benchmarking.
- v) Processing of hydrographic survey data for removing spurious records and applying tide gauge corrections to develop the river/lake/water body bed profile.
- vi) Preparation of plan and cross section drawings as per specification.
- vii) The specifications of instruments used shall match industry standards and shall be serviced & calibrated regularly.
- viii) Conducting Geo-technical investigation for the samples gathered from site with tests being conducted from NABL accredited laboratory.

SECTION-III

INSTRUCTIONS TO BIDDERS (ITB)

Preamble

This section (Section-III) of the RfE documents provides the information necessary for Bidders to prepare responsive bids, in accordance with the requirements of the Owner. It also provides information on bid submission on Website <https://www.seci.co.in>, bid opening, evaluation and on contract award. This Section (Section-III) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in RfE and that are specific to each procurement, states otherwise.

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

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

1. **DEFINITIONS:**

- 1.1. **“AGENCY(IES)” or “EMPANELLED AGENCY(IES)”** shall mean the firm or company or agency, empanelled for the performing the site studies for preparation of DPR in Category A, B, and C under this RfE and shall include legal representatives of such individual or persons comprising such firm or successors of such firm or company as the case may be and permitted assigns of such firm or company.
- 1.2. **“BIDDER”** shall mean Bidding Entity submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require;
- 1.3. **“BIDDING CONSORTIUM” or “CONSORTIUM”** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfE under a Consortium Agreement;
- 1.4. **“CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- 1.5. **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
- 1.6. **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;
- 1.7. **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
- 1.8. **“DAY”** shall mean calendar day;
- 1.9. **“DATE OF CONTRACT” or “EFFECTIVE DATE”** shall mean the effective date mentioned in Notification of Empanelment (NoE) issued by Owner;
- 1.10. **“SECI” or “OWNER”** Shall mean the Solar Energy Corporation of India Ltd. (SECI), a Company incorporated in India under the Company’s Act 2013 having its Corporate cum Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and shall include its legal representatives, successors and permitted assigns;
- 1.11. **“ENGINEER IN CHARGE (EIC)” or “PROJECT MANAGER”** Shall mean the Engineer/ Officer appointed by SECI or their duly authorized representatives to act in all matters to the Contract on behalf of the OWNER. The EIC or Project Manager shall further provide to the agency(ies), suitable direction, supervision, inspection, scrutiny and approval of some or all the services rendered by the agency(ies) under the Contract and be in charge of the Services for purposes of this Contract;
- 1.12. **“RfE”** shall mean the Request for Empanelment document issued by SECI including all

attachments, clarifications and amendments thereof vide RfE No. SECI/C&P/EOI/17/0002/23-24 dated 18.03.2024;

- 1.13. **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013;
- 1.14. **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** or **“LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium;
- 1.15. **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
- 1.16. **“MEMBER IN A BIDDING CONSORTIUM”** or **“MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
- 1.17. **“MONTH”** shall mean calendar month;
- 1.18. **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the company Act, 2013;
- 1.19. **“NOTIFICATION OF EMPANELMENT (NoE)”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder(s) for consideration for empanelment;
- 1.20. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.21. **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- 1.22. **“SECI”** shall mean Solar Energy Corporation of India Limited;
- 1.23. **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfE to perform studies under its respective empanelled category(ies) as per the terms of RfE;
- 1.24. **“TOE”** shall mean Tender Opening Event.
- 1.25. **“ULTIMATE PARENT”** shall mean a Company, which owns not less than 51% (Fifty One Percent) equity either directly or indirectly in the Parent and Affiliates;
- 1.26. **“WEEK”** shall mean calendar week;

2. **OBTAINING RfE DOCUMENTS**

The RfE document can be downloaded from the website of SECI (Solar Energy Corporation of India Limited) <https://www.seci.co.in> ISN-ETS Portal (<https://www.bharat->

electrictender.com) and CPPP portal www.eprocure.gov.in.

Note: Interested Bidders/Agencies have to download the official copy of RfE including amendment(s)/ corrigendum(s)/ clarification(s) (if any) & other documents from the SECI website (under Tenders Section) and ISN-ETS Portal (<https://www.bharat-electrictender.com>).

3. NUMBER OF BIDS PER BIDDER

Unless otherwise specified in the Bid Information Sheet attached under Section-I (Invitation for Bids, IFB), 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.

4. COST OF BIDDING AND BID PROCESSING FEES

- 4.1. The bidder shall bear all costs associated with the preparation and submission of the bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Owner will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 4.2. **A non-refundable, Bid Processing Fee**, if applicable, is to be submitted either through NEFT/ RTGS transfer in the account of SECI, or in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Bid Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section-I (Invitation for Bids, IFB). **Bids submitted without payment of requisite Bid Processing Fee will be treated as non-responsive and shall be liable for rejection.** The bank details of Owner is available under Financial tab at website www.seci.co.in
- 4.3. **The Bid Processing Fee is exempted for MSEs having valid Udyam Registration Certificate only, whose credentials are validated online through Udyam Registration (as validated by Government from time to time) portal (https://udyamregistration.gov.in/Udyam_Verify.aspx).**
- 4.4. **In case of any discrepancy during offline bid documents by the bidder, the bid processing fee will be deemed as bidder's consent for participation in the bidding process.** Henceforth, the bid processing fee shall be retained by Owner and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Owner.
- 4.5. In the event of the particular RfE being cancelled, the bid processing fee will be refunded to the concerned Bidders/Agencies without any interest charge within 30 days from the date of notification of cancellation of RfE. No further plea in this regard shall be entertained by the Owner.

5. CONTENTS OF RfE DOCUMENTS

- 5.1. The contents of RfE Documents are those stated below, and should be read in conjunction with any 'Addendum/ Corrigendum' issued in accordance with "ITB: Clause-7":
- Section-I : Invitation for Bids [IFB]
 - Section-II : Detailed Scope of Work and Technical Parameters
 - Section-III : Instructions to Bidders [ITB]
 - Section-IV : Qualifying Requirements [QR]
 - Section-V : Sample Forms and Formats
- 5.2. The Bidder is expected to examine all instructions, forms & formats, terms & conditions in the RfE Documents. The entire RfE Documents together with all its amendments, clarifications, and attachments thereto, shall be considered to be read, understood and accepted by the Bidders/Agencies. Failure to furnish all information required by the RfE Documents or submission of a Bid not substantially responsive to the RfE Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid. However, Owner at its sole discretion may seek clarifications from the Bidders/Agencies to adjudge the exact content and facts of the RfE Documents.

6. CLARIFICATION OF RfE DOCUMENTS

- 6.1. A prospective Bidder requiring any clarification(s) of the RfE Documents may notify Owner in writing by e-mail or at Owner'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). Owner reserves the right to ignore the Bidders/Agencies request for clarification if received beyond the aforesaid period. Owner may respond in writing to the request for clarification. Owner's response including an explanation of the query, but without identifying the source of the query will be uploaded on ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or CPPP Portal www.eprocure.gov.in and Owner's website www.seci.co.in.
- 6.2. Any clarification or information required by the Bidder but same not received by the Owner at clause 6.1 above is liable to be considered as "no clarification/ information required".
- 6.3. Clarifications sought by the Bidders/ Agencies are to be mandatorily submitted in the SECI provided format only provided along with the RfE document. Pre-Bid queries submitted in any other format will not be considered.

7. AMENDMENT OF RfE DOCUMENTS

- 7.1. At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RfE Documents by addenda/ corrigendum.
- 7.2. Any addendum/ corrigendum thus issued shall be part of the RfE Documents and shall be hosted

on ISN-ETS Portal (<https://www.bharat-electronictender.com>) and /or CPPP Portal www.eprocure.gov.in and Owner's website www.seci.co.in. Bidders/Agencies must consider all such addendum/ corrigendum before submitting their bid.

- 7.3. The Owner, if consider necessary, may extend the date of submissions of Bid to allow the Bidders/Agencies a reasonable time to furnish their most competitive bid considering the amendment issued thereof.

8. LANGUAGE OF BID

The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and Owner shall be written in English language alone. Any printed literature furnished by the bidder may be written in another language if 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.

9. EMPANELMENT CONDITIONS

- 9.1. The Bidders will be required to submit their bid against this RfE for one or more than one Categories out of the Category A, B, and C. The empanelment will be carried out for the individual Categories separately and the Selected Bidder will be empanelled for that respective Category. The Selected Bidder for a particular Category(ies) will be empanelled for that Category(ies) only.
- 9.2. At this stage, SECI will be empanelling Techno-commercially qualified vendors/agencies based on their techno-commercial credentials as submitted for the period as specified in the RfE document. After empanelment of the vendor/agencies, SECI intends to execute the work from the empanelled agencies/vendors under respective categories only, wherein the empanelled agencies will be allocated the work based on the L1 basis derived for a specific work under the categories.
- 9.3. The bidder is advised to 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 the same shall be borne by the bidder.
- 9.4. The bidder shall not be entitled to hold any claim against 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 scope of work, surrounding, working conditions etc. on its own before submission of the bid.

10. SCOPE OF WORK

Under this RfE, applications are invited from well reputed and experienced agencies/ firms/ service providers based in India having adequate experience and professional expertise in the field of Topography Survey for empanelment as per details outlined in scope of work but not limited to. The detailed requirement is provided under SECTION- II: Detailed Scope of Work and Technical Parameters of this RfE document.

The Owner reserves the right to increase/ decrease the scope of work at its sole discretion on case to case basis.

11. DURATION OF EMPANELMENT

Empanelment of agencies/vendors through this RfE shall be for a period of 05 (Five) Years from the effective date of Notification of Empanelment (NoE). On completion of 05 (Five) Years of empanelment from the effective date of Notification of Empanelment (NoE), the same may be extended/ renewed for further period of 02 (Two) Years by Owner based on the satisfactory performance of the agency during the empanelment period and/or based on mutual agreement of both the parties.

12. GOODS & SERVICE TAX (GST)

- 12.1. Agency shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Agency 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 Agency. Owner shall not be responsible for any delay in payment release to the agency in case the GST compliance is not fulfilled from the agency side in any manner.
- 12.2. Agency shall be responsible to comply with all the requirements of applicable provisions of GST. Agency has to mandatorily get registered under GST at Central and relevant State(s). Agency 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 Agency, Owner shall be constrained to deduct the amount from the payments to be made to the Agency or recover the same in any other manner.
- 12.3. Bidders/Agencies are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST tax is applicable.
- 12.4. The responsibility of payment of GST lies with the agency only. Agency 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:
- Name, Address & Registration No. of such Person/ Contractor
 - 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.
- f. Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Owner.

12.5. In case CBIT (Central Board of Indirect Taxes) brings to the notice of Owner that the agency has not remitted the amount towards GST collected from Owner to the government exchequer, then, that agency may be debarred from bidding in future tenders of Owner for given period as per the sole discretion of Owner.

12.6. In case of statutory variation in GST during currency of the Empanelment, the Agency 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: -

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 Owner.

12.7. Owner will reimburse the GST to the Agency 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.

12.8. Owner will reimburse the GST to the Agency 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.

12.9. Agency 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).

13. **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-VII in Section-V, Sample Forms and Formats of the RfE documents.

The payment under the contract shall be released subject to fulfilment of following conditions:

1. All bills/ invoices shall be addressed to the Owner (address to be mentioned in the NOE). The payment shall be made proactively within 30 days of receipt along with all the supporting documents.

2. All the payments being released to respective newspapers must be sent positively on or before due date as per INS guidelines.
3. The empaneled agencies shall deal in all matters with the newspapers at their level with respect to payments and Owner will have no liability and/ or responsibility in this regard.

The agency shall submit his bill along with full description about service provided and get it certified from the authorized representative of the Owner.

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

In case only a part of the assignment is continued beyond any stage, no further payment shall be made to the agency for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage.

14. ZERO DEVIATION AND REJECTION CRITERIA

14.1. **ZERO DEVIATION:** Deviation to terms and conditions of RfE documents may lead to rejection of bid. Owner will accept bids based on terms & conditions of RfE documents only. Bidder may note Owner will determine the substantial responsiveness of each bid to the RfE documents pursuant to provision contained in Clause No. 29 of Section-III, Instructions to Bidders/Agencies (ITB). For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the RfE documents without deviations or reservations. Owner's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. 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/Agencies are requested to not to take any deviation.

14.2. **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. Bid Processing Fees and Earnest Money Deposit, if applicable
- c. Tender Document Fees, if applicable
- d. Scope of Work & Technical Parameters
- e. Duration/ Period of Contract/ Empanelment
- f. Period of Validity of Bid
- g. Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- h. Force Majeure & Applicable Laws
- i. Any other condition specifically mentioned in the RfE 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 RfE document.

15. PRE-BID MEETING

- 15.1. 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) of RfE documents. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 15.2. Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 15.3. Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on SECI website against the RfE. Any modification of the Contents of RfE documents listed in, which may become necessary as a result of the Pre-Bid Meeting shall be made by the Owner exclusively through the issue of an Addendum/ Corrigendum, and not through the minutes of the Pre-Bid Meeting.
- 15.4. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

16. STRUCTURING OF THE BID SELECTION PROCESS

“Single Stage, Single Envelope” offline bidding has been envisaged under this RfE. Bidders have to submit the Techno-Commercial Bid (Envelope-I) in response to this RfE in **Online mode**. The preparation of bid proposal has to be in the manner described in Clause No. 17, Section-III, Instructions to Bidders/ Agencies (ITB) of RfE documents.

17. DOCUMENTS COMPRISING THE BID IN RESPONSE TO RfE

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfE through **Online mode on ISN-ETS portal**.

Submission of bid proposals in Online mode by Bidders/Agencies in response to this RfE shall be in the manner described below:

Documents to be Submitted Offline

The bidder has to submit original of following documents **offline**.

- a) NEFT/RTGS details towards Cost of RfS (if applicable) and/or Bid Processing Fee as mentioned in Bid Information Sheet.
- b) Pass-phrase for Techno-commercial submitted on the ETS portal.

Documents to be Submitted Online

Soft copy of the bid shall comprise of following documents/ programmed file-Attachments to be submitted.

- a) Original Non-Refundable Bid Processing Fee as per Clause 4 of ITB, if applicable.
- b) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per **Format-I**.

- c) Bidder's General Information as per the **Format-II**.
- d) Copy of Board Resolution as per **Format-III**, if applicable
- e) Power of Attorney for authorized signatory in non-judicial stamp paper as per **Format-IV**.
- f) No Deviation Confirmation as per **Format-V**.
- g) Declaration regarding Banning and Liquidation, Court Receivership etc. as per **Format-VI**.
- h) E-Banking Format as per **Format-VII**.
- i) Chartered Accountant Certificate for Financial Capability of the Bidder as per **Format-VIII**.
- j) Shareholding Certificate as per **Format-IX**.
- k) Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.
- l) Only First and Last Pages of this RfE Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to this RfE Document duly sealed and signed/ digitally signed by the Authorized Signatory.
- m) Any Additional document as specified in Bidding Data Sheet (BDS), Qualifying Requirements and RfE etc.

18. SUBMISSION, SEALING AND MARKING OF BIDS

18.1. Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.

18.2. Hard Copies (Specific documents only, if applicable) as mentioned in clause no. 17 of Section-III, Instructions to Bidders/Agencies (ITB) of the RfE document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker:

Offline Bid Document for "Request for Empanelment of Agencies for performing site studies for preparation of DPR (Category A, B, and C)"	
RfE/ Tender Document No.	
Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Solar Energy Corporation of India Limited (A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India
Do Not Open Before	

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

18.4. Bids submitted under the name of Agent/ Consultant/ Representative/ Retainer/ Associate etc. on behalf of a bidder/ affiliate shall not be accepted.

19. DEADLINES FOR SUBMISSION OF BIDS

- 19.1. The bids must be submitted through online/offline mode not later than the date and time specified in the Bid Information Sheet in Section-I, Invitation for Bids (IFB).
- 19.2. The hard copies of required specific documents, if applicable, 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).
- 19.3. Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of Owner and the Bidders/Agencies, 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 Owner's website www.seci.co.in.

Note: In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

20. LATE BIDS

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

21. MODIFICATION AND WITHDRAWAL OF BIDS

- 21.1. Modification and withdrawal of bids shall be as follows: -

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

- 21.2. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 18 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 21.3. No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result rejection of bid.

- 21.4. The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 21.5. In case after bid opening the evaluated bidder is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Owner shall take necessary action against the bidder and such Bidders/Agencies shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Owner after following the due procedure.

22. BID VALIDITY PERIOD

- 22.1. Bids shall be kept valid for period of **180 (One Eighty) days** from the last date of submission of bids. A bid valid for a shorter period may be rejected by Owner as 'non-responsive'.
- 22.2. In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Owner may request the Bidders/Agencies 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. A Bidder agreeing to the request will not be required or permitted to modify his bid.

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

23. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

24. SCHEDULE OF RATES (SOR)/ PRICE SCHEDULE (PS)/ BID PRICES

NOT APPLICABLE

25. EARNEST MONEY DEPOSIT (EMD) AND CONTRACT PERFORMANCE SECURITY (PBG)

Empaneled Agencies shall submit the required amount of EMD and PBG in Stage-II as per mentioned in the RfS document and as per the specific work order which will be issued by the Owner/SECI.

26. BID OPENING

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

27. CONFIDENTIALITY

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

28. CONTACTING THE OWNER

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

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

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- a. Meets the "Bid Evaluation Criteria" of the RfE documents;
- b. Has been properly signed;
- c. Is accompanied by the required 'Bid Processing Fees', if applicable
- d. Is substantially responsive to the requirements of the RfE Documents; and
- e. Provides any clarification and/ or substantiation that the Owner may require to determine responsiveness pursuant to Clause No. 29.2 of Section-III, Instructions to Bidders/Agencies (ITB).

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

- a. "Deviation" is departure from the requirement specified in the RfE documents.
- b. "Reservation" is the setting of limiting conditions or withholding from complete

acceptance of the requirement in the RfE documents.

- c. "Omission" is the failure to submit part or all of the information or documentation required in the RfE document.

29.3. A material deviation, reservation or omission is one that,

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

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

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

30. CORRECTION OF ERRORS

NOT APPLICABLE

31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

NOT APPLICABLE

32. EVALUATION OF BIDS

The Bidders will be required to submit their bid against this RfE for one or more than one Categories out of the Category A, B, and C. The empanelment will be carried out for the individual Categories separately and the Selected Bidder will be empanelled for that respective Category. The Selected Bidder for a particular Category(ies) will be empanelled for that Category(ies) only.

Only those bidders fulfilling the qualifying requirements and are empanelled under either Category A or Category B will be eligible for empanelment under Category C upon fulfilment of respective qualifying requirements. In other words, if the bidder full-fills the qualifying requirements for Category C and is not empanelled in either Category A or Category B, then the bidder will not get empanelled under Category C.

For e.g., bidders submitting the bid for all the three categories i.e. Category A, B and C may get empanelled for only one category or two categories or all the three categories based on the fulfillment of the qualifying requirements and evaluation criteria laid down in the RfE. Also, bidder submitting the bid for one or two categories may get empanelled in one or both categories

i.e., the partial empanelment is also allowed.

SECI will carry out a category wise detailed evaluation of the bids of the Bidders/Agencies in order to determine whether the technical aspects are in accordance with the category wise qualifying requirements set forth in the RfE documents.

The evaluation shall be carried out by an evaluation committee in order to ensure the compliance to the category wise qualifying requirements and/or eligibility criteria set forth in the RfE document for each category followed by assessment of capability to do quality work. The evaluation committee may visit the premises of the prospective bidder(s) at its sole discretion.

In order to reach such a determination, the Owner will examine the information supplied by the Bidders/Agencies, pursuant to Clause No. 17 of Section-III, Instructions to Bidders/Agencies (ITB) and other requirements in the RfE documents, taking into account of the following factors,

- a) Overall completeness and compliance with the Scope of Work to the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- b) Any other relevant technical factors that the Owner deems necessary or prudent to take into consideration.
- c) Any deviations to the commercial and contractual provisions stipulated in the RfE Documents.
- d) Details furnished by the bidder in response to the requirements specified in the RfE Documents.
- e) The Owner will ascertain to its satisfaction whether agencies determined as having submitted responsive Proposal are qualified to satisfactorily perform the contract.
- f) Qualification of agencies will be based on meeting the minimum pass/ fail criteria specified at Section-IV, Qualifying Requirements (QR) of RfE document regarding the agencies technical experience and financial position as demonstrated by the agency's responses in the corresponding Bid Schedules.
- g) The Owner may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package. This assessment shall inter-alia include (i) document verification, (ii) Agencies works, (iii) details of work executed, (iv) details of machinery, facilities, manpower and financial resources, (v) past experience.
- h) The determination will be based upon an examination of the documentary evidence of the Agencies qualifications submitted by the Agency, as well as such other information as the Owner deems necessary and appropriate.

After evaluation of the Bids i.e. Bid Proposal & Qualifying Requirement Data of all the Bidders/Agencies who have submitted their proposal for RfE document, the Owner will

- a) Intimate the further course of action regarding empanelment to all the qualified Bidders/Agencies; and
- b) Intimate the rejection criteria to the remaining disqualified Bidders/Agencies.

33. NOTIFICATION OF EMPANELMENT (NOE)

33.1. Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing,

in the form of "Notification of Empanelment (NoE)" through e-mail/ courier/ registered post, that his bid has been accepted. The notification of empanelment will constitute the formation of the Contract.

- 33.2. Empanelment/ Contract Period shall commence from the effective date of "Notification of Empanelment"/ "Letter of Empanelment" or as mentioned in the Notification of Empanelment. The "Notification of Empanelment" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract/ Empanelment Agreement (EA) as per Clause No. 34 of Section-III, Instructions to Bidders/Agencies (ITB).
- 33.3. The "Notification of Empanelment (NoE)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures (if any) as a token of acknowledgement within 10 (Ten) days from the date of its issuance.
- 33.4. In case the successful bidder fails to acknowledge the acceptance of "Notification of Empanelment (NoE)" as mentioned above vide clause no. 33.3, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.
- 33.5. In case of Non-response/ acceptance to the NOE or EA by the successful bidder, Owner at its sole discretion may take appropriate actions by annulling the entire Tendering process & further can successfully execute the Tender by allocating the subject work to the other Techno commercially successful Bidders/ Agencies.

34. EMPANELMENT AGREEMENT

- 34.1. The successful Bidder/ Agency shall be required to execute the Empanelment Agreement' on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Agency] and of 'state' New Delhi only, within '30 [Thirty] days' from the date of the "Notification of Empanelment [NoE]".
- 34.2. In case the successful bidder fails to execute the 'Empanelment Agreement' as mentioned above vide Clause 34.1, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed. Same may constitute sufficient grounds for take appropriate action for debarring.
- 34.3. In case of Non-response/ acceptance to the NOE or Empanelment Agreement by the successful bidder, Owner at its sole discretion may take appropriate actions by annulling the entire Tendering process & further can successfully execute the Tender by allocating the subject work to the other Techno commercially successful Bidders/Agencies.

35. CANCELLATION OF EMPANELMENT AGREEMENT

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

- 35.1. The bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- 35.2. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- 35.3. The bidder goes into liquidation voluntarily or otherwise during the execution of Empanelment Agreement.
- 35.4. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- 35.5. After the award of the Empanelment Agreement, 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.
- 35.6. 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.

36. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

- 36.1. Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I along with this ITB document.
- 36.2. Annexure-I deliberates in detail all consequences pertaining to clause no. 35.
- 36.3. **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS/ CONTRACTORS/ BIDDERS/AGENCIES/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary to "Empanelment Agreement", in case it is found that the Vendors/ Suppliers/ Contractors/ Bidders/ Agencies/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/ or on other grounds as mentioned in Owner's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/ bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Owner, to such Vendors/ Suppliers/ Contractors/ Bidders/ Agencies/ Consultants.

The Vendor/ Supplier/ Contractor/ Bidder/ Consultant understands and agrees that in such cases where Vendor/ Supplier/ Contractor/ Bidder/ Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Owner, such decision of Owner shall be final and binding on such Vendor/ Supplier/ Contractor/ Bidder/ Consultant and other "Empanelment Agreement" shall not be applicable for any consequential issue/ dispute arising

in the matter.

37. RISK OF REJECTION

Any Conditional Bid will straight away run into risk of rejection.

38. INCOME TAX & CORPORATE TAX

38.1. Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

38.2. Corporate Tax liability, if any, shall be to the contractor's account.

38.3. TDS under GST as may be applicable shall be deducted as per law of Government of India in vogue.

38.4. Mentioning of PAN number in Invoice/ Bill

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/ services/ works/ consultancy services exceeding INR 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding INR 2 Lacs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

39. FORCE MAJEURE

39.1. A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- a. Act of God, including, but not limited to lightning, fire not caused by Contractors' negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon or tornado;
- b. Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, quarantine;

- c. Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.

39.2. Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b. Delay in the performance of any Contractor, sub-Contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d. Strikes at the facilities of the Contractor / Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's;
- g. Negligent or intentional acts, errors or omissions;
- h. Failure to comply with an Indian Law; or
- i. Breach of, or default under this Empanelment Agreement.
- j. Normal rainy seasons and monsoon
- k. Any Transport strikes not directly affecting the delivery of goods from manufacturer to site

39.3. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.

39.4. Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Agency will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.

39.5. The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

39.6. Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.

39.7. If works are suspended by Force Majeure conditions lasting for more than two months, the Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.

39.8. The Agency will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.

40. TERMINATION CLAUSE

40.1. Termination for Non-Performance and Subsequently Putting the Contractor/Agency on Banning List

In case of termination of Contract herein except under conditions of termination after expiry of contract, the Contractor shall be put under Banning List [i.e. neither any enquiry will be issued to the contractor by Owner against any type of tender nor their offer will be considered by Owner against any ongoing tender(s) where contract between Owner and that particular Agency (as a bidder) has not been finalized] for a period as decided by the Owner to such Agency.

Banning period shall be reckoned from the date of banning order and shall be for a period as may be decided by the Owner based on specific case basis. However, minimum banning shall be for 06 (Six) months from the date of banning order.

40.2. 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.

40.3. 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.

41. RISK PURCHASE CLAUSE

In case the Successful bidder/ Agency 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 Agency, parallel to existing Agency, to complete part of the balance order at the risk and cost of the existing Agency.
- or
- c. Cancel the Work Order and get the balance work done from third party at the risk and cost

of the existing Agency.

42. LAWS GOVERNING THE CONTRACT/ JURISDICTION

42.1. This Contract shall be governed by the Indian Laws for the time being in force.

42.2. The Courts at Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this Contract.

Annexure-I

PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

1. Definitions:

1.1 “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

1.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive to influence a selection process or during execution of contract/ order.

1.3 “Collusive Practice amongst Bidders/Agencies (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

1.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

1.5 A “Vendor/ Supplier/ Contractor/ Consultant/ Bidder” is herein after referred as “Agency”

1.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency(ies) and shall be the “Committee” concerned.

1.7 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common.
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

1.8 “Investigating Agency” shall mean any department or unit of Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Owner, Central Bureau of Investigation, State Police or any other agency set up by the Central or state

government having power to investigate.

2. Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

2.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice, the bid of such Bidder (s) shall be rejected, and its Earnest Money Deposit (EMD, if applicable) shall be forfeited.

Further, such agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

2.2 Irregularities noticed after award of contract

(a) During execution of contract:

If an agency, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

The concerned order(s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning list.

After conclusion of process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Security submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(b) After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period/O&M Period, the agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

Further, the Contract Performance Security submitted by agency against such order(s)/ contract(s) shall be forfeited.

(c) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

2.3 Period of Banning

Banning period shall be reckoned from the date of issuance of banning order and shall be for a period as may be decided by the Owner based on specific case basis. However, minimum period of ban shall be 06 (Six) months from the date of issuance of banning order.

In exceptional cases where the act of vendor/ agency/ contractor is a threat to the National Security, the banning shall be for indefinite period.

3. Effect of banning on other ongoing contracts/ tenders

3.1 If an agency is banned, such agency shall not be considered in ongoing tenders/ future tenders.

3.2 However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency shall be allowed to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the contract.

3.3 If an agency is banned during tendering and irregularity is found in the case under process:

3.3.1 after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.

3.3.2 after opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.

3.3.3 after opening of price bid, EMD, if applicable made by the agency shall be returned; the offer/Bid of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ misappropriation of facts committed in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

4. Procedure for Suspension of Bidder

4.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by C&P Department when

(i) Vigilance Department based on the fact of the case gathered during investigation by them

recommend for specific immediate action against the agency.

- (ii) Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Nonperformance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

4.2 Suspension Procedure:

- 4.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- 4.2.2 During the period of suspension, no new business dealing may be held with the agency.
- 4.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- 4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- 4.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show-cause notice shall be put up to the Competent Authority. The suspension order and show-cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from Owner.

The competent authority to approve the suspension will be same as that for according to approval for banning.

4.3 Effect of Suspension of business:

Effect of suspension on other on-going/ future tenders will be as under:

- 4.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- 4.3.2 If an agency is put on the Suspension List during tendering:
 - a. after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.
 - b. after opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.
- 4.3.3 The existing contract(s)/ order(s) under execution shall continue.

Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

ANNEXURE-II

TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS)

As an initiative of Government of India & RBI towards Make in India, Skill India & Financial Inclusion, to provide a platform for bill discounting for MSME vendors, Solar Energy Corporation of India Limited has entered into an association / agreement with following 3 (three) financial institutions:

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. A Treds, a joint-venture between Axis Bank and Mjunction Services; and
3. Mynd Solution which runs M1 Exchange

MSE vendors can register on a digital platform which connects MSME sellers and their Buyers to multiple financiers. It enables MSME sellers, under an efficient & transparent bidding mechanism, to sell their invoices to financiers, thus unlocking working capital / generating liquidity quickly, without impacting their relationship with Buyers.

Benefits to MSME Seller:

1. Timely & Cheap finance without any collateral/ loan/ debt and no recourse to the MSME Seller.
2. MSME Seller can get payments in less than 48 hours from submitting invoice on the platform, thus improving cash flows.
3. Online & transparent bidding mechanism coupled with Buyer credit profile ensures most competitive rates and significant reduction in cost of funds for MSME.
4. Funding is without recourse to Seller; thus, payment once received through Platform cannot be recalled by the Financier.

Steps Involved for registration at Platform:

1. Acceptance of Offer Letter
2. One-time Submission of KYC and On-boarding documents
3. Verification of Documents by individual agencies (each of above) as per RBI guidelines
4. Execution of Agreement with by individual agencies (each of above)
5. Registering of MSME seller
6. Activation of User ID and Password for MSME seller
7. Issuance of User ID and Password to MSME seller
8. Commencement of transactions on Platform

A dedicated customer Management Team will be available for all the “TReDS Platform” by these platforms for any related queries. SECI will not entertain any queries related to any of these platforms.

A payment to be taken through “TReDS” or directly from SECI is a sole discretion of the vendor. SECI shall not intervene in the vendor’s decision to place their invoices on “TReDS” Platform or

directly taking payments from SECI.

“TReDS” option shall only be given to the MSME vendors and any other vendor “NOT” registered as MSME with SECI, cannot avail this facility.

Note:

1. The above benefits shall be allowed to only manufacturing Micro and small Enterprises and not to traders /agents for supply of materials.
2. Bidders/Agencies registered under the “service” category shall not be considered for supply of material.
3. Udyog Aadhar Number is mandatory for availing benefits against above scheme.
4. Any Change in MSE policy by Govt/competent authority shall supersede above clauses.

SECTION-IV

QUALIFYING REQUIREMENTS (QR)

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. Specific requirements are given below.

1. GENERAL ELIGIBILITY CRITERIA FOR CATEGORY A, B, AND C

- 1.1. The bidder should be an Indian company registered in India and may be an Affiliate or Holding Company or Subsidiary company of a company meeting the financial eligibility requirement(s) as set forth in this section. Further, Government owned Enterprises registered and incorporated in India, Autonomous Bodies, Trusts and Research Institutes are also allowed to participate in this RfE. In case of Autonomous Bodies, Trusts and Research Institutes, they should be incorporated in India under relevant act and the copies of proof of incorporation/registration shall be provided. However, the bidders against whom sanction/ debarment/ blacklisting for conducting business is imposed by Government of India, are not allowed to participate. The subsidiary of a foreign company, which is registered in India under Companies Act, 1956 or 2013 prior to the bid submission deadline, is eligible to participate.
- 1.2. 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.
- 1.3. Proprietorships, Partnerships, LLPs and NGOs are not eligible for participation in this RfE. Bids by Consortium/ JV are not allowed for participation under this RfE.
- 1.4. As the Proprietorships, Partnerships, LLPs and NGOs in any form are not allowed to participate in the bidding process, hence any such firm/entity having MSME status is also not eligible to participate in the bidding process.
- 1.5. Company should not have been barred/ blacklisted for taking up "similar work" of Topography Survey in any organization. It shall be the sole responsibility of the bidder to inform SECI in case the bidder is debarred from bidding by any organization. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- 1.6. The Bidder (either individually or as a consortium or any of the participating members of the Consortium, if applicable) 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.
- 1.7. The Bidder should not be under any liquidation court receivership or similar proceedings on the due date of submission of the bid.
- 1.8. The Bidder should have valid PAN, and GST registration.

- 1.9. 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]" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 1.10. If the RfE 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.
- 1.11. 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.

[Category A: Topographic Survey with Geotechnical Investigation (DGPS + Total Station)]

2. TECHNICAL ELIGIBILITY CRITERIA (CATEGORY A)

- 2.1. The Bidder should be in the field of providing similar works for not less than 03 Years as on last date of bid submission.
- 2.2. The Bidder should own Total Station/ DGPS and shall be required to submit the Calibration Certificate of the Total Station/ DGPS from an NABL accredited/certified lab.
- 2.3. The Bidder should have rendered satisfactory services and successfully executed contracts of “**Similar Works**” in any of the last 07 (Seven) years. “**Similar Works**” means the services rendered as service provider for Topography Survey to the Govt./ Autonomous Bodies/ PSUs/ JVCs of PSUs/ Private organizations/ Companies/ Institutes/ MNCs.

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

2.3.1. Further,

The bidder should have successfully completed at least one single similar work order of value of **INR 49,20,000 (Indian Rupees Forty-Nine Lakh Twenty Thousand only)** or more during any of the last 07 (Seven) years.

Or

The bidder should have successfully completed at least two similar work orders, each of value of **INR 30,75,000 (Indian Rupees Thirty Lakh Seventy-Five Thousand only)** or more during any of the last 07 (Seven) years.

Or

The bidder should have successfully completed at least three similar work order, each of value of **INR 24,60,000 (Indian Rupees Twenty-Four Lakh Sixty Thousand only)** or more during any of the last 07 (Seven) years.

- 2.4. Out of the similar works undertaken by the contractor, at least one of them should be for Central/ State Government/ Central/ State Autonomous Bodies/ Public Sector Undertaking.
- 2.5. The Bidder should have office of their own in India and having their own operator and Supervisor in India. A self-certification on the letterhead of the Bidder (duly stamped and signed) indicating address and contact details of the concerned is to be submitted along with the bid.
- 2.6. Bidder should have among its clients, central/ state government departments/ bodies, reputed institutes/ centers or corporate in public/ private sector, for whom they have been providing the similar services. Names and addresses of such clients along with details regarding nature, amount and period of the contracts should be furnished. Certificates from the clients in support of the requirements mentioned in clause above regarding the quality, value, duration and brief details of service rendered shall also be furnished.

3. FINANCIAL ELIGIBILITY CRITERIA (CATEGORY A)

- 3.1. The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e., FY 2020-21, 2021-22 & 2022-23) should be **INR 24,60,000 (Indian Rupees Twenty-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 RfE having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.*

Financial data for latest last three audited financial years has to be submitted by the bidder in the attached Format in Forms & Formats of the RfE 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 RfE submission of bidders, 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 bidder is qualified as mentioned in the financial criteria shall not imply that its bid shall automatically be accepted. The same should contain all technical data as required for

consideration of RfE 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.

AND

- 3.2. The net worth of the Bidder for the last financial year should be positive. “Net Worth” of the Bidder shall be calculated as per Company Act 2013.
- 3.3. The Bidder shall provide a copy each of audited annual report/balance sheets and Profit & Loss Account of previous three financial years for ascertaining their turnover for the purpose of verification to meet the above Financial Criteria along with the “Shareholding Certificate” as per the format provided in this RfE.
- 3.4. Other income (as per the Companies Act, 2013 including amendment/ clarifications), shall not be considered for arriving at annual turnover.

[Category B: Topographic Survey with Geotechnical investigation (LiDAR/UAV)]

4. TECHNICAL ELIGIBILITY CRITERIA (CATEGORY B)

- 4.1. The Bidder should be in the field of providing similar works for not less than 03 Years as on last date of bid submission.
- 4.2. The drone/ UAV operator(s) should have necessary qualification/ license for flying issued by competent authority in India. Submission of documentary proof of the credentials is required while bidding.
- 4.3. The Bidder/Agency shall adhere to the drone rules notified by Ministry of Civil Aviation (like Drone Rules 2021 and sundry) while carrying out the job. Copies of all statutory licenses and permissions shall be furnished along with the bids.
- 4.4. The Bidder should have rendered satisfactory services and successfully executed contracts of “**Similar Works**” in any of the last 07 (Seven) years. “**Similar Works**” means the services rendered as service provider for Ariel Survey/Topography Survey to the Govt./ Autonomous Bodies/ PSUs/ JVCs of PSUs/ Private organizations/ Companies/ Institutes/ MNCs.

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

4.4.1. Further,

The bidder should have successfully completed at least one single similar work order of value of **INR 45,20,000 (Indian Rupees Forty-Five Lakh Twenty Thousand only)** or more during any of the last 07 (Seven) years.

Or

The bidder should have successfully completed at least two similar work orders, each of value of **INR 28,25,000 (Indian Rupees Twenty-Eight Lakh Twenty-Five Thousand only)** or more during any of the last 07 (Seven) years.

Or

The bidder should have successfully completed at least three similar work order, each of value of **INR 22,60,000 (Indian Rupees Twenty-Two Lakh Sixty Thousand only)** or more during any of the last 07 (Seven) years.

- 4.5. Out of the similar works undertaken by the contractor, at least one of them should be for Central/ State Government/ Central/ State Autonomous Bodies/ Public Sector Undertaking.
- 4.6. The Bidder should have office of their own in India and having their own operator and Supervisor in India. A self-certification on the letterhead of the Bidder (duly stamped and signed) indicating address and contact details of the concerned is to be submitted along with the bid.
- 4.7. Bidder should have among its clients, central/ state government departments/ bodies, reputed institutes/ centers or corporate in public/ private sector, for whom they have been providing the similar services. Names and addresses of such clients along with details regarding nature, amount and period of the contracts should be furnished. Certificates from the clients in support of the requirements mentioned in clause above regarding the quality, value, duration and brief details of service rendered shall also be furnished.

5. FINANCIAL ELIGIBILITY CRITERIA (CATEGORY B)

- 5.1. The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e., FY 2020-21, 2021-22 & 2022-23) should be **INR 22,60,000 (Indian Rupees Twenty-Two 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 RfE having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.*

Financial data for latest last three audited financial years has to be submitted by the bidder in

the attached Format in Forms & Formats of the RfE 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 RfE submission of bidders, 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 bidder is qualified as mentioned in the financial criteria shall not imply that its bid shall automatically be accepted. The same should contain all technical data as required for consideration of RfE 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.

AND

- 5.2. The net worth of the Bidder for the last financial year should be positive. “Net Worth” of the Bidder shall be calculated as per Company Act 2013.
- 5.3. The Bidder shall provide a copy each of audited annual report/balance sheets and Profit & Loss Account of previous three financial years for ascertaining their turnover for the purpose of verification to meet the above Financial Criteria along with the “Shareholding Certificate” as per the format provided in this RfE.
- 5.4. Other income (as per the Companies Act, 2013 including amendment/ clarifications), shall not be considered for arriving at annual turnover.

[Category C: Topographic & Hydrographic Survey with Geotechnical investigation]

6. TECHNICAL ELIGIBILITY CRITERIA (CATEGORY C)

- 6.1. The Bidder should be in the field of providing similar works for not less than 03 Years as on last date of bid submission.
- 6.2. The Bidder should own Multibeam Echosounder/ Single beam Echosounder & DGPS and shall be required to submit the Calibration Certificate of the Multibeam Echosounder/ Single beam Echosounder & DGPS from the NABL accredited/ certified lab.
- 6.3. The Bidder should have rendered satisfactory services and successfully executed contracts of “**Similar Works**” in any of the last 07 (Seven) years. “**Similar Works**” means the services rendered as service provider for Topographic & Hydrographic Survey to the Govt./ Autonomous Bodies/ PSUs/ JVCs of PSUs/ Private organizations/ Companies/ Institutes/ MNCs.

(Document Required: Proof of documentation conforming above experience details/Client

work order/ LOI/ PO/ Recommendation letter/ Successful Order execution confirmation from client side)

6.3.1. Further,

The bidder should have successfully completed at least one single similar work order of value of **INR 46,00,000 (Indian Rupees Forty-Six Lakh only)** or more during any of the last 07 (Seven) years.

Or

The bidder should have successfully completed at least two similar work orders, each of value of **INR 28,75,000 (Indian Rupees Twenty-Eight Lakh Seventy-Five Thousand only)** or more during any of the last 07 (Seven) years.

Or

The bidder should have successfully completed at least three similar work order, each of value of **INR 23,00,000 (Indian Rupees Twenty-Three Lakh only)** or more during any of the last 07 (Seven) years.

- 6.4. Out of the similar works undertaken by the contractor, at least one of them should be for Central/ State Government/ Central/ State Autonomous Bodies/ Public Sector Undertaking.
- 6.5. The Bidder should have office of their own in India and having their own operator and Supervisor in India. A self-certification on the letterhead of the Bidder (duly stamped and signed) indicating address and contact details of the concerned is to be submitted along with the bid.
- 6.6. Bidder should have among its clients, central/ state government departments/ bodies, reputed institutes/ centres or corporate in public/ private sector, for whom they have been providing the similar services. Names and addresses of such clients along with details regarding nature, amount and period of the contracts should be furnished. Certificates from the clients in support of the requirements mentioned in clause above regarding the quality, value, duration and brief details of service rendered shall also be furnished.

7. FINANCIAL ELIGIBILITY CRITERIA (CATEGORY C)

- 7.1. The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e., FY 2020-21, 2021-22 & 2022-23) should be **INR 23,00,000 (Indian Rupees Twenty-Three Lakh 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 RfE having the submission*

deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.

Financial data for latest last three audited financial years has to be submitted by the bidder in the attached Format in Forms & Formats of the RfE 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 RfE submission of bidders, 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 bidder is qualified as mentioned in the financial criteria shall not imply that its bid shall automatically be accepted. The same should contain all technical data as required for consideration of RfE 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.

AND

- 7.2. The net worth of the Bidder for the last financial year should be positive. “Net Worth” of the Bidder shall be calculated as per Company Act 2013.
- 7.3. The Bidder shall provide a copy each of audited annual report/balance sheets and Profit & Loss Account of previous three financial years for ascertaining their turnover for the purpose of verification to meet the above Financial Criteria along with the “Shareholding Certificate” as per the format provided in this RfE.
- 7.4. Other income (as per the Companies Act, 2013 including amendment/ clarifications), shall not be considered for arriving at annual turnover.
8. The Owner may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the RfE within stipulated completion period. This assessment shall inter-alia include (i) document verification, (ii) bidder’s facilities visit, (iii) details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work, (iv) details of plant and machinery, testing facilities, design capabilities, manpower and financial resources, (v) details of quality systems in place, (vi) past experience and performance, (vii) customer feedback, (viii) banker’s feedback etc.
9. Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

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.

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

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

SECTION-V

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

FORMATS FOR BID SUBMISSION

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

1. Format of Covering Letter (Format-I)
2. Format for Bidder's General Information (Format-II)
3. Format for Board Resolutions (Format-III)
4. Format for Power of Attorney (Format-IV)
5. Format for No Deviation Confirmation (Format-V)
6. Format for Declaration regarding Banning and Liquidation, Court Receivership etc. (Format-VI)
7. E-Banking Format (Format-VII)
8. Format for Chartered Accountant Certificate for Financial Capability of the Bidder (Format-VIII)
9. Format for Shareholding Certificate (Format-IX)
10. List of Banks (Annexure-A)

COVERING LETTER

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

Ref. No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address #

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi-110023

Sub: Bid for “_____ (Title of RfE)” against RfE No.
_____ dated _____.

Dear Sir / Madam,

We, the undersigned _____ [insert name of the ‘Bidder’] having read, examined and understood in detail this RfE Document hereby submit our response to this RfE Document. We confirm that in response to the aforesaid RfE Document, we including our Parent Company/ Affiliate/ Ultimate Parent Company have not submitted more than one response to RfE Document including this response to RfE Document. We are submitting application for Bidder for “Request for Empanelment of Agencies for performing site studies for preparation of DPR (Category A, B, and C)” at SECI.

1. We give our unconditional acceptance to this RfE, dated _____ and RfE documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. In token of our acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document. We shall ensure that we execute Empanelment Agreement as per the provisions of the RfE and provisions of such Empanelment Agreement and RfE documents shall be binding on us.
2. We have bid for the following categories and the scope of work as per the respective categories mentioned in the RfE document.

S. No.	Category	Participation (Yes/No) (No or Blank cell will be assumed as No only)
1	Category A: Topographic Survey with Geotechnical Investigation (DGPS + Total Station)	
2	Category B: Topographic Survey with Geotechnical investigation (LiDAR/UAV)	
3	Category C: Topographic & Hydrographic Survey with Geotechnical investigation	

3. Bid Processing Fees

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

4. We have submitted our response strictly as per (Forms & Formats) of this RfE, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance:-

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

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

6. 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 RfE Document, in the event of our selection as Successful Bidder.

7. We are enclosing herewith our response to the RfE Document with Forms & Formats duly signed as desired by you in the RfE Document for your consideration.

8. It is confirmed that our response to the RfE Document is consistent with all the requirements of submission as stated in the RfE Document and subsequent communications from SECI.

9. The information submitted in our response to the RfE 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 RfE Document.

10. 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.

11. 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 RfE.

12. 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:

13. We have neither made any statement nor provided any information in this RfE, 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 in whose name Power of Attorney/ Board Resolution/ Declaration. Copy of Notarized copy of Power of Attorney/ Board Resolution/ Declaration should be enclosed along with Covering Letter.

BIDDER'S GENERAL INFORMATION

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

Sr. No.	Description	Remarks
1	Name of the Bidder	
2	Status of the Bidder	
3	Mailing Address of Registered Office	
4	Mailing Address of Operation Office	
5	e-mail	
6	Website	
7	Authorized Contact Person(s) with Name, Designation, Address and Mobile Phone No., E-mail address to whom all references shall be made	
8	Year of Incorporation	
9	Number of Years in Operation	
10	Bank Details: - Account Name: Account No.: IFSC Code: Bank Branch Address:	
11	Permanent Account Number (PAN) of the Bidder	<i>(Copy of PAN Card to be enclosed)</i>
12	GST ID (Proof to be submitted – GST No acknowledgement or email from GoI)	
13	GSTN Address	
14	PF Registration Number with Details	<i>(Copy of Registration to be enclosed)</i>
15	ESI Registration Number with Details	<i>(Copy of Registration to be enclosed)</i>
16	Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work	Yes/No <i>(If answer is YES, please provide details)</i>
17	Reference of any document information attached by the Bidder other than specified in the RfE.	
18	Bidding company is listed in India	Yes/ No
19	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company)	
20	Whether company is MSME as on the bidding date	Yes/ No
21	If MSME, Registration number	

(Signature of Authorized Signatory with stamp)

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 RfE No. _____ dated _____ for ‘ _____ (Name of RfE)’ in India, including signing and submission of all documents and providing information/ response to RfE 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 with Registration/Membership no.)

Notes:

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

FORMAT FOR POWER OF ATTORNEY

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

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for '.....' (insert details of RfE) in response to the RfE 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 RfE.

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 RfE.

Signed by the within named

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

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

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

Attested

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

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

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

WITNESS

1.
 (Signature)

Name.....

Designation

2.
 (Signature)

Name.....

Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the

person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

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

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

FORMAT FOR NO DEVIATION CONFIRMATION

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

Ref. No. _____

Date:

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

Tel.#:

Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi-110023

Sub: Bid for “_____ (insert name of RfE)” against RfE No.

_____ dated _____.

Dear Sir / Madam,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

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

Ref. No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi-110023

Sub: Bid for “_____ (insert name of RfE)” against RfE No. _____ dated _____.

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 (MNRE).

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

In case it comes to the notice of 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:

e-BANKING FORMAT

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

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

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

(Signature of Authorised signatory of Vendor/ Agency)

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

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

S. No.	Financial Year	Turnover	Remarks
1	2020-21		
2	2021-22		
3	2022-23		

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 2023.
- ii) 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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year _____
Amount (Currency)	
Net Worth (As per the Companies Act 2013)	

Date:

Signature of Chartered Accountant with Seal

UDIN:

Seal and Signature of Bidder

Witnesses:

FORMAT FOR SHAREHOLDING CERTIFICATE

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

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

Yours faithfully

(Signature and Stamp of Authorized Signatory of Bidder)

Name:

Date:

Place:

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

Note: In case of proprietorship firms, a self-certification of shareholding to be submitted.

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 Hong Kong 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