



Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India



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

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Tender

For

**Design, Engineering, Procurement & Supply,
Construction & Erection, Testing, Commissioning
and Comprehensive Operation & Maintenance (O&M)
for 10 (ten) years of SCCL's 10 MW FSPV project**

At

STPP, Telangana, India

Tender No.: [SECI/C&P/PMC/11/05/2024-25](#)

Dated: 02/01/2025

10 MW (AC) Floating Solar PV Plant	<u>Tender No.</u> SECI/C&P/PMC/11/05/2024-25	<u>COVER PAGE</u> Page 1 of 3	<u>Signature of Bidder</u>
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DISCLAIMER

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

Place: New Delhi

Date: 02/01/2025

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SECTION - I

INVITATION FOR BIDS (IFB)

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Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India

Domestic Competitive Bidding

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

INVITATION FOR BIDS (IFB)

FOR

The Tender

for

**Design, Engineering, Procurement & Supply, Construction & Erection, Testing,
Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of
SCCL's 10 MW FSPV project at STPP, Telangana, India**

1.0 INTRODUCTION

- 1.1 The Singareni Collieries Company Limited (SCCL) is a Government Coal mining company jointly owned by the Government of Telangana and Government of India. The Singareni coal reserves stretch across 350 Km of the Pranahita – Godavari Valley of Telangana with a proven geological reserve aggregating to whopping 8791 million tonnes. SCCL is currently operating 18 opencast and 29 underground mines in 6 districts of Telangana. While historically technology has been a critical factor in SCCL's ability to reduce environmental impacts and occupational hazards, the need to constantly increase productivity and cut costs has demanded that the company goes in for phased mechanization and adapts state-of-the-art technologies.
- 1.2 Singareni Collieries Company Limited (SCCL), envisages the execution of Green Energy by way of implementing Solar PV Power Plant at SCCL in the State of Telangana. This would not only be a leap towards the use of Green Energy for SCCL but also be means of self-reliant and Economical Energy which would capitalize the abundance of Solar Energy.
- 1.3 Solar Energy Corporation of India Limited (SECI) is a CPSU under the administrative control of the Ministry of New and Renewable Energy (MNRE), set up on 20th Sept, 2011 to facilitate the implementation of JNNSM and achievement of targets set therein. It is the only CPSU dedicated to the solar energy sector. It was originally incorporated as a section-3 (not for profit) company under the Companies Act, 2013. 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 power trading license and is active

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in this domain through trading of solar power from projects set up under the schemes being implemented by it.

- 1.4 The selection of the Contractor for the “**Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India**” has been entrusted to Solar Energy Corporation of India Limited (A Government of India Enterprise) incorporated under the Companies Act, 2013, having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 (hereinafter referred to as 'SECI'). **For the purpose of all procurement activities related to the said works, SECI shall be referred to as 'SECI or Employer' and Singareni Collieries Company Limited (SCCL) shall be referred to as 'SCCL or Owner'.**
- 1.5 Employer (SECI), therefore on behalf of the “Owner” Singareni Collieries Company Limited (SCCL), invites bids from eligible bidders to participate in the tender.

2.0 DOMESTIC CONTENT REQUIREMENT:

The tender mandates use of both solar photovoltaic (SPV) cells and modules manufactured domestically as per specifications and testing requirements fixed by MNRE. For the projects to be implemented under this tender, both the solar cells and modules used in the solar power projects must be made in India, preferably from the manufacturers listed in ALMM list, published & updated by MNRE from time to time. In case of crystalline silicon technology, all process steps and quality control measures involved in the manufacture of the solar cells and modules starting from wafers until final assembly of the solar cells into modules shall be performed at the works of PV manufacturers in India.

3.0 PUBLIC PROCUREMENT POLICY:

Wrt. Ministry of New & Renewable Energy (MNRE) Order No 283/22/2019-Grid Solar Dated 23rd Sep 2020 for the Public Procurement (Preference to Make In India) including any amendments thereto, so as to Provide Purchase Preference (linked with local content) with respect to Renewable Energy (RE) Sector & Department for promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE-LI) dated 4th June, 2020 including any amendments, the procurement of Solar Modules & Solar Cells for the subject tender will be supplied through Class I Local Suppliers only. A Class-I local supplier' means a Supplier or Service Provider, whose Goods, Services or works offered for Procurement, has Local Content equal to or more than 50%, as defined under the above said orders.

4.0 APPROVED LIST OF MODELS & MANUFACTURES:

The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (requirement of compulsory registration)

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Order, 2019-Implementation-Reg." and its subsequent amendments and clarifications, shall be applicable for this tender. The Modules used in this tender shall be sourced only from the Models and Manufacturers included in the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March 2021 which will be updated by MNRE from time to time. The modules to be supplied under this tender, shall be from the List-I of the ALMM order applicable on the date of invoicing of such modules. Bidders shall also provide a disclosure regarding that they are aware of binding provisions of the ALMM order and the list(s) thereunder, while quoting for the tender.

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

6.0 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com India Pvt Ltd (ETI), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s ETI, New Delhi to complete the registration formalities. The address of M/s ETI is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ETI are mentioned in the subsequent bidding documents.

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

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

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

In the event, SECI is unable to open the Bids with the given pass-phrase provided by the bidders, SECI on its discretion may give an option through the portal, to the bidder to open its bid as per

provisions available on the portal. However, SECI shall not be responsible if bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

- 8.0 A Single Stage Two Envelope Bidding Procedure followed by e-Reverse Auction will be adopted and will be processed as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the SECI and the Bidder/ Contractor shall be governed by this Bidding Documents and Contract signed between the Owner and the Contractor for the package.
- 9.0 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com> and as indicated in the Bid Information Sheet.
- 10.0 Bidder shall submit bid proposal along with non-refundable Tender Processing Fees, Earnest Money Deposit (EMD) if applicable/ Bid Securing Declaration complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in offline/ online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fees and Earnest Money Deposit (EMD, if applicable) or Bid Securing Declaration will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 11.0 Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com>. **It is mandatory to download official copy of Tender Document from ISN-ETS Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on ETI site. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETI site. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on ETI site shall prevail.**
- 12.0 The Bidder selected shall be responsible for the performance of the following scope of work (more detailed in this tender document):
- (i) Design, Engineering, Procurement & Supply, Construction & Erection, Testing and Commissioning of SCCL's 10 MW FSPV project at STPP, Telangana, India
- (ii) Comprehensive operation & maintenance of the Solar PV Power Plants for 10 (ten) years as mentioned in detailed scope of work, after successful commissioning and performance demonstration, as detailed in technical specification, including supply and storage of all mandatory spare parts, consumables, repairs/ replacement of any defective equipment, etc.



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

- 13.0 EMD/Bid Securing Declaration shall be enclosed in a sealed envelope and shall be submitted in the office of SECI (offline) whose mailing address is mentioned in the Bid Information Sheet.
- 14.0 Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of Notification of Award (NOA)/ Letter of Intent (LOI)/ Letter of Award (LOA) by the Owner.
- 15.0 The detailed Qualifying Requirements (QR) are given in the section, "Annexure to BDS".
- 16.0 The SECI shall conduct e-Reverse Auction (e-RA), as per provisions of **Instructions to Bidders (ITB)** of Tender documents.
- 17.0 **SECI/ Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.**

INTERPRETATIONS

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

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

BID INFORMATION SHEET

The brief details of the tender are as under:

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(A)	SCOPE OF WORK	The detailed scope of work is given in Section VII: Scope of Work, specifications and Drawings of this bidding documents.
(B)	TENDER NO. & DATE	SECI/C&P/PMC/11/05/2024-25 dated 02/01/2025
(C)	SOURCE OF FUNDS	Owner as defined in the Bid Data Sheets (BDS) intends to finance the package through domestic funding and own resources.
(D)	TYPE OF TENDER	"Single Stage Two Envelope" online Bidding system followed by e-Reverse Auction.
(E)	BIDDERS ELIGIBLE FOR BIDDING	This bid is open to bidders from within the SECI / Owner's country only.
(F)	COMPLETION/ CONTRACT PERIOD	As mentioned in Special Conditions of Contract (SCC).
(G)	COST OF BIDDING DOCUMENTS	Free of cost
(H)	TENDER PROCESSING FEE	Amount: INR 25,000/- (Indian Rupees Twenty-Five Thousand only) inclusive of GST @ 18%
(I)	EARNEST MONEY DEPOSIT (EMD)	Amount: INR 1,02,00,000.00 (Indian Rupees One Crore Two Lakhs only)
(J)	CONTRACT PERFORMANCE SECURITY	As detailed under SCC Section of the tender document.
(K)	DATE, TIME & VENUE OF PRE-BID MEETING & SITE VISIT	<p>Date and Venue will be intimated subsequent to the release of tender document.</p> <p>Site Visit:</p> <p>Prospective Bidders are advised to visit the proposed site to study the actual conditions and go through the plans/ drawings connected to the present scope of work etc including power</p>

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		evacuation system and ground mounted Project capacities and get acquainted with the same before attending Pre-bid meeting.
(L)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	<u>23.01.2025 up to 1400 HRS</u>
(M)	OFFLINE & ONLINE BID OPENING	<u>23.01.2025, 1600 HRS onwards</u>
(N)	FINANCIAL BID OPENING	To be intimated subsequent to the shortlisting of Techno Commercial Bids
(O)	CONTRACTUAL QUERIES CONTACT DETAILS	<p>Sh. A K Naik Executive Director (C&P)</p> <p>Solar Energy Corporation of India Limited (A Government of India Enterprise)</p> <p>6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>E mail: aknaik@seci.co.in Phone: 011-24666215/ 24666366</p>
(P)	TECHNICAL QUERIES CONTACT DETAILS	<p>Sh. Shreedhar Singh Additional General Manager (Projects)</p> <p>Solar Energy Corporation of India Limited (A Government of India Enterprise)</p> <p>6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>E mail: shreedhar.singh@seci.co.in Phone: 011-24666221/ 24666289</p>
(Q)	CONTACT DETAILS OF ETI	<p>M/s Electronic Tender.com (India) Pvt Ltd Registered Office: 6, Jain Mandir Road, New Delhi-110001 Corporate Office: 1001, City Court, M. G. Road, Gurugram - 122002, Haryana Contact Person: ETS Support Team Contact No.: +91-124-4229071, 4229072</p>



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	Email: support@isn-ets.com
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- 1.0 Bids must be submitted strictly in accordance with Clause no. 11 of ITB depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the Tender document.
- 2.0 Bidder(s) are advised to bid strictly as per terms and conditions of the tender documents and not to stipulate any deviations/ exceptions.
- 3.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from ETS Portal of ISN-ETS (<https://www.bharat-electronictender.com>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 4.0 No Manual / Hard Copy of the Bid shall be acceptable.
- 5.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 6.0 Owner will release NOA/ LOI/ LOA / CA for LSTK (Lump Sum Turn Key)/ EPC (Engineering, Procurement & Commissioning) to the successful bidder. The NOA/ LOI/ LOA/CA for LSTK/ EPC job shall be awarded in following respective parts as mentioned briefly below: -
 - (i) **First Contract (Supply & Service Part):** For providing the Ex Works Supply, materials including mandatory spares and any other supplies specified in the Tender Documents under the scope of Supply comprising of all services i.e., including Transportation and Insurance of all Equipment's till site, Unloading, Storage, Handling at Site, Civil Works, Design, engineering, Erection, Installation, Testing and Commissioning including Performance Testing in respect of all the Equipment's supplied under the scope of Supply and any other services specified in the Contract Documents.
 - (ii) **Second Contract (O&M Part):** For providing Comprehensive operation & maintenance of the Solar PV plant for 10 (ten) years from the date of Operational Acceptance, as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.
- 7.0 However, the above-mentioned contract award methodology may be modified/ changed based on specific project requirements and upon sole discretion of Owner.

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SECTION - II

INSTRUCTION TO BIDDERS (ITB)

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Preamble

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

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

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

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



Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India

[A] - GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by EMPLOYER for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Annexure 1" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder (either individually or as a consortium or any of the participating members of the Consortium) shall not have been debarred by EMPLOYER/ Owner/ Ministry of New & Renewable Energy (MNRE) or any other ministries and / or any other Government Department, Agencies or CPSUs from future bidding due to "poor performance" or "corrupt and fraudulent practices" or any other reason in the past.

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

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

It shall be the sole responsibility of the bidder to inform EMPLOYER in case the bidder is debarred from bidding by EMPLOYER/ Owner or Public Sector Project Management Consultant. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per Annexure 1 of ITB.

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

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

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



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under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per Annexure 1 of ITB.

2.4 Bidder shall not be affiliated with an entity:

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

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

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

3 BIDS FROM CONSORTIUM/ JOINT VENTURE

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

4 NUMBER OF BIDS PER BIDDER

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

5 COST OF BIDDING & TENDER PROCESSING FEE

5.1 COST OF BIDDING

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

5.2 TENDER PROCESSING FEE (NON-REFUNDABLE)

5.2.1 A non- refundable Tender Processing Fee, if applicable, is to be submitted in the form of 'either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The



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Tender Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB). Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.

5.3 The Tender Processing Fee is exempted for MSEs Vendors registered under NSIC/Udyog Aadhar/ DIC Category only.

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

5.5 In the event of a particular tender being cancelled at any stage, the tender processing fee will be refunded to the concerned bidders without any interest charges within 30 days from the date of notification of cancellation of tender. No plea in this regard shall be entertained by the EMPLOYER/ Owner. EMD, if applicable will also be returned in this case

6 SITE VISIT

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the EMPLOYER/ Owner to enter upon its premises and land/Area for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the EMPLOYER/ Owner and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against EMPLOYER/ Owner for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] - BIDDING DOCUMENTS

7 CONTENTS OF TENDER DOCUMENTS

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

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

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

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

8 CLARIFICATION OF TENDER DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Tender Documents may notify EMPLOYER in writing by E-mail or at EMPLOYER's mailing address indicated in the Bid Information Sheet no later than 02 (Two) working days after the pre-bid meeting (in cases where pre-bid meeting is scheduled) or 15 (Fifteen) days prior to the bid closing date (in cases where pre-bid meeting is not held). EMPLOYER reserves the right to ignore the bidders request for clarification if received beyond the aforesaid period. EMPLOYER may respond in writing to the request for clarification. EMPLOYER's response including an explanation of the query, but without identifying the source of the query will be uploaded on ETS Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or EMPLOYER's website www.seci.co.in.

- 8.2 Any clarification or information required by the Bidder but same not received by the EMPLOYER at clause 8.1 above is liable to be considered as "no clarification/ information required".

- 8.3 Clarifications sought by the bidders are to be mandatorily submitted in the SECI provided format only provided along with the Tender document. Pre-Bid queries submitted in any other format will not be considered.

9 AMENDMENT OF TENDER DOCUMENTS

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



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Documents by addenda/ corrigendum.

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

[C] - PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

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

11. DOCUMENTS COMPRISING THE BID

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

I. Fundamental Compliance Documents under Offline Mode

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

Contact Persons Name: Mr Sandeep Kumar / Mr Umesh Patidar



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

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

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

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

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

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

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

II. Online Documents/Soft Copy

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

II (a) As part of First Envelope

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- (a) The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the ISN-ETS portal, shall be duly filled.
- (b) Scanned copies of all the above-mentioned original documents during online Bid Submission as a part of First envelope and Bid Form for first envelope.
- (c) Certificate of Incorporation, Article of Association and Memorandum of Association
- (d) 'Bidder's General Information', as per 'Form F-4'.
- (e) 'No Deviation Confirmation', as per 'Form F-5'.
- (f) 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-6'
- (g) 'Declaration regarding the procurement of Solar Inverters & Solar Modules from class I local suppliers, as per 'Form F-7'
- (h) 'Bidders Experience as per 'Form F-8'
- (i) Disclosure for ALMM compliance as per 'Form F-9'
- (j) Format of Chartered Accountant certificate for financial capability of the bidder as per 'Form F-10'
- (k) 'E-Banking Format as per 'Form F-11'
- (l) 'Shareholding Certificate' as per 'Form F-12'
- (m) 'Format for Cyber Security Agreement' as per 'Form F-13'
- (n) "FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF BG TOWARDS EMD)" as per 'Form F-14'
- (o) Form of Insurance Surety Bond towards EMD as per Format F-16
- (p) Joint Undertaking by the Indian Bidder and the Firm as per Format F-18
- (q) "Declaration regarding the Fulfillment of Domestic Content Requirement Clause" as per Format F-27
- (r) Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- (s) Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-10
- (t) Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory).

II (b) As part of Second Envelope

- (a) The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ISN-ETS portal, shall be duly filled. "Termed as **ELECTRONIC FORM**"
- (b) Main Price Bid comprising of Schedule No 1,2,3 & 4 of the Price Schedule (available in Section - VIII, SOR), duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**".

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

- 12.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works as described in Tender Documents, based on the rates and prices submitted by the Bidder

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and accepted by the EMPLOYER/ Owner. The prices quoted by the Bidders should indicate clearly the Goods & Service Tax (GST) components as also mentioned under the SOR.

- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]/ Price Schedule [PS]/ Bid Prices" enclosed as part of Tender documents under Section - VIII. If quoted in separate typed sheets, such bids may be rejected.
- 12.3 Bidder shall quote for all the items of "SOR/ PS" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR/ PS" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the SOR formats.
- 12.5 Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.6 In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the SOR/ PS.

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

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

- 12.7 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.8 Bidder need to submit the detailed break-up of Goods & Service Tax (GST) (applicable for



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both Central and State) in the SOR formats. This data is required to ascertain the

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

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

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

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

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

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

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

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

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

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



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sole discretion of EMPLOYER/ Owner.

- 13.4 In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -
- a) Any increase in the rate of Non ITC based GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the EMPLOYER/ Owner.
- 13.5 Owner will reimburse the GST to the Contractor at actuals against submission of ITC based invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.
- 13.6 Owner will reimburse the GST to the Contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- 13.7 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable Owner to avail Input Tax Credit (ITC) (If applicable)

14 BID CURRENCIES:

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

15 BID VALIDITY

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

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



16 EARNEST MONEY DEPOSIT (EMD)

- 16.1 The applicability/Non-applicability of Earnest Money Deposit (EMD) is specified under BDS.
- 16.2 The Bids must be accompanied with '**Earnest Money Deposit (EMD)**' in the form of either '**NEFT/ RTGS transfer in the account of SECI**' or '**Demand Draft**' or '**Banker's Cheque**' [in favour of Solar Energy Corporation of India limited, New Delhi payable at New Delhi] or '**Bank Guarantee**' as per the format given in Form F - 2 of the bidding documents. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.
- 16.3 The 'EMD' is required to protect EMPLOYER/ Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-16.8".
- 16.4 EMPLOYER/ Owner shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks enclosed at Section-VI of Tender documents or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial bank having net worth in excess of INR 500 Crores (Indian Rupees Five Hundred Crores Only).
- 16.5 Bid not accompanied with required amount of EMD shall be liable for rejection.
- 16.6 'Earnest Money Deposit' of all the unsuccessful Bidders disqualified at the stage of Techno-Commercial evaluation, E-Ra shortlisting or during/after E-Ra process will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' of their respective disqualification.
- 16.7 The successful bidder's (L1 bidder) 'Earnest Money Deposit' will be discharged upon the Bidder's signing the 'Contract Agreement' and furnishing the 'Performance Security duly vetted by the Bank'.
- 16.8 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
 - (c) Violates any other condition, mentioned elsewhere in the tender document including



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deviations or conditional bid.

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

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

16.9 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Bid Document No and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'EMD' should be in the form provided at 'Form F-2'.

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

17 PRE-BID MEETING

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

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

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

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

18 SIGNING OF BID/TENDER DOCUMENT

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

19 ZERO DEVIATION AND REJECTION CRITERIA

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

responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. EMPLOYER's/ Owner's determination of a bid's responsiveness is based on the content of the bid itself. EMPLOYER/ Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.

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

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

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

20 **E-PAYMENT**

Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form enclosed at Format F-11 in Section-VI, Sample Forms and Formats of the Tender documents.

[D] - SUBMISSION OF BIDS

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

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

21.2 Fundamental Compliance Documents (Specific documents only) as mentioned in clause no. 11.1 of Section - II, Instructions to Bidders (ITB) of the Tender document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker



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Fundamental Documents for the Tender Document for "Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India"	
Tender Document No.	SECI/C&P/PMC/11/05/2024-25
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

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

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

22 DEADLINES FOR SUBMISSION OF BIDS

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

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

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

23 LATE BIDS

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

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

23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender

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document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 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 tender document with the due written consent from the authorized signatory of the bidder.

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 21 of ITB, with the outer 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.

24.3 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 in the forfeiture of bidder's EMD, if applicable pursuant to clause 16 of ITB and rejection of bid.

24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.

24.5 In case after price bid opening the lowest evaluated bidder (L1) 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, EMPLOYER shall forfeit EMD, if applicable paid by the bidder and such bidders 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 EMPLOYER/ Owner after following the due procedure.

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

EMPLOYER/ 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 or any obligations to inform the affected Bidder or Bidders of the ground for EMPLOYER's/ Owner's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which EMPLOYER/ Owner shall respond quickly.

[E] - BID OPENING AND EVALUATION

26 BID OPENING

26.1 ***Unpriced Bid Opening:***

As the case may be, EMPLOYER will open bids, in the presence of bidders' designated



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representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' 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 EMPLOYER/ Owner. As it's an online bidding system, Bidder's attendance during the Techno-commercial Bid opening in EMPLOYER's Premises is not envisaged, as the same may be observed by the respective bidders from their online login credentials of the e-tendering portal.

26.2 Priced Bid Opening:

26.2.1 EMPLOYER will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall not be opened.

26.2.3 As it's an online bidding system, Bidder's attendance during the Price Bid opening in EMPLOYER's Premises is not envisaged, as the same may be observed by the respective bidders from their online login credentials of the e-tendering portal. EMPLOYER may also intimate the Techno commercial qualified bidders through mails for the opening of price bids.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the EMPLOYER's/ Owner's processing of Bids or award 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 EMPLOYER/ OWNER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the EMPLOYER/ Owner on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the EMPLOYER/ Owner in the EMPLOYER's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the offer/Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The EMPLOYER's/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 EMPLOYER will determine whether each Bid: -

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Is accompanied by the required 'Earnest Money Deposit' and 'Tender Processing

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Fees', if applicable

- (c) Is substantially responsive to the requirements of the Tender Documents; and
- (d) Provides any clarification and/ or substantiation that the EMPLOYER/ Owner may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose EMPLOYER defines the foregoing terms below: -

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender 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 tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the EMPLOYER's rights or the bidder's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The EMPLOYER 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 EMPLOYER and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

CORRECTION OF ERRORS

30.1 If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the EMPLOYER, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/ amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose,



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irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the EMPLOYER shall be entitled to consider the highest price for that particular line item for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

- 30.2 The amount stated in the bid will be adjusted by the EMPLOYER in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION OF BIDS & E REVERSE AUCTION

Bid shall be evaluated as per evaluation criteria mentioned below on the total project cost including GST. The EMPLOYER shall only use the criteria and methodology indicated in the Tender documents. No other criteria/ methodology shall be permitted.

32.1 Evaluation of Techno - Commercial Part (First Envelope)

The EMPLOYER will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the EMPLOYER will examine the information supplied by the bidders, pursuant to ITB Clause 11, and other requirements in the Bidding Documents, considering the following factors:

- a. overall completeness and compliance with the Technical Specifications of the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness.
- b. compliance with the time schedule
- c. Any other relevant technical factors that the Employer/ Owner deems necessary or prudent to take into consideration.
- d. Any deviations to the commercial and contractual provisions stipulated in the Tender Documents.
- e. details furnished by the bidder in response to the requirements specified in the Tender Documents.

32.2 Opening of Second Envelope by EMPLOYER

The Second Envelope i.e., Price Part of only those Bidders shall be opened who are



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determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 32.1. In case the bid/offer is rejected, pursuant to ITB Clause 32.1 the Second Envelope submitted by such bidders shall be sent to archive unopened and the EMD, if applicable shall be returned as per the Tender provisions.

The prices and details as filled up in Electronic Form by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section - II and considered for award of contract as provided in ITB.

32.3 Evaluation of Financial Part (Second Envelope)

32.3.1 The EMPLOYER will examine the Price Part (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed/digitally signed, and whether the bids are generally in order.

32.3.2 The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

32.3.3 Arithmetical errors will be rectified in line with Clause no. 30 of ITB.

32.3.5 The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Tender Documents.

32.3.6 The EMPLOYER's comparison will also include the costs resulting from application of the evaluation procedures described below:

a) The Total Evaluated Bid Value (TEBV) shall be calculated using the following method:

i. Design, Supply and Installation (DSI) or EPC Price i.e., Total sum of Schedule Nos 1 & 2 including:

- Ex Works basis Supply of Plant and Mandatory Spare Parts Supplied from Within the Owner's Country on EXW basis (i.e. including GST) as per Schedule No 1/SOR 1, Plus

- Freight, Design, Civil & Installation and Other Services including GST/Taxation as per Schedule No 2/SOR 2, Plus

ii. NPV of O&M for the total 10 years O&M period in years, as mentioned in the tender



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document i.e., Schedule No 3/SOR 3.

Discounting Rate for NPV calculation considered is 8.30%

Evaluated Bid Value (EBV), as given under Schedule No 4/SOR 4 = sum of (i) and (ii) as mentioned above.

32.4 Evaluation of Price Bid

32.4.1 Following factors shall be considered for evaluation of Price Bids:

- Evaluated Bid Values (EBV) for all the Bidders shall be compared to determine the lowest Evaluated Bid Value (EBV) as given under Schedule No - 4 Format of Schedule of Rates & the lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA) / Contract Agreement (CA) subject to the successful bidder selected after E-Ra (Clause 32.4.2).
- The mentioned Total Evaluated Bid Value will be considered up to 2 decimal places only.
- Bidder with the Total lowest EBV shall be L-1, Bidder with Second lowest EBV shall be L-2 & so on subject to the successful bidder selected after E-Ra (Clause 32.4.2)
- The Total Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. The award shall be placed Inclusive of GST with taxation bifurcation separately indicated as submitted by the successful bidder in the SOR format.
- Billing Break-up (BBU):

For each item of SOR 1 to 3, the BBU shall be prepared in the same SOR format (Item name, UoM, Quantity, unit Ex Works price, GST, Total price etc) and the sum of all billing break-up item prices shall be equivalent to the each respective SORs item price with discounted rate of e-Reverse auction (If applicable). However, in case of any variation in the line item prices during BBQ stage the approval of the Owner with due justification will be obtained, keeping the overall price of the Contract constant.

The Contractor would be required to provide detailed Bill of Quantity (BOQ) at the BBQ stage and HSN code of the respective goods/services. This will be used by the Owner at the time of payment to the Contractor. Accordingly, bidders should diligently quote the GST component in the bid.

Owner shall reimburse the amount of GST as per the rates mentioned by Contractor in the detailed BOQ. In case of any statutory variation in GST during the currency of the Contract, same will be reimbursed to the Contractor subject to the treatment provided under clause No 51 of the GCC of the Bidding document, only in respect of the items/quantity which have been mentioned by the Contractor in the detailed BOQ.

In case of imported Equipment/items purchased from third party (Bought-Out Items) are supplied to the EMPLOYER/Owner in execution of the Project, the price of such Goods shall be inclusive of all cost as well as any duties paid/payable in relation to import/purchase of such goods (viz., customs duties, GST & levies etc.) considering and taking into account the ITC as may be available



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under the applicable laws including GST.

32.4.2 Procedure for e- Reverse Auction (e-RA):

1. The e-auctioning shall be conducted on <https://www.bharat-electronictender.com>. E-Auctioning shall be carried out on the day as intimated by SECI to the eligible bidders.
2. After financial bid evaluation, the bidders shall be shortlisted in the ascending order of price bid quoted. Keeping minimum 03 Bids eligible for e-RA the H1 bidder will be eliminated for further participation in e-RA. Decimal Nos will be corrected to next whole No & will be counted accordingly for the e-RA. If the price bid quoted is same for two or more bidders, then all the bidders with same price bid shall be considered of equal rank/ standing in the order.

Ex: (1) No of Bids after arranging the Bids in ascending order = 3, so total No of Bids eligible for e-RA in this case = 3 - 1 = 2, but as the minimum 03 bids needs to be kept, so in this case all the three techno-commercially qualified 03 bids will be eligible for e-RA and the H1 bidder will not be eliminated.

(2) No of Bids after arranging the Bids in ascending order = 7, so total No of Bids eligible for e-RA in this case = 7-1 = 6. So, in this case 06 bids will be eligible for e-RA and the H1 bidder will be eliminated for further participation in e-RA.

In case of substantially low response by the bidders & the total no of responsive bids to be less than 03 (Three), Owner/EMPLOYER reserves the sole discretion & all rights of proceeding/Non-proceeding with e-RA, against the management approval.

- At least one week prior to e-RA, an advance intimation regarding the date and time of the e-RA will be sent by email to all bidders whose technical & financial bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-RA. Further at least two hours before the schedule start time of e-Auctioning, a system generated email for invitation for e-Auctioning will be sent to all those bidders only who have been shortlisted based on the criteria mentioned.
- Shortlisted bidders for e-Auctioning will be able to login into the ISN website of auctioning 15 minutes before the start time of e-auctioning.
- At the start of e-auctioning process, the bid along with the list of short-listed bidders shall be displayed with their pseudo names as their first round bid along with the NPV value of O&M quotation per year submitted and calculated as per SOR. The auctioning shall be on both the EPC price and NPV value of the O&M quoted by the bidder.

The minimum decrement step for e-Auctioning is in the multiples of **Rs. 10,00,000/- (INR Ten lacs only)** in EPC & NPV of O&M Price bid (Firm value of the financial proposal as the sum of individual bid value of supply, erection and civil works including GST & NPV value of O&M



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including GST), i.e. each decrement shall be in multiples of Rs. Rs.10,00,000/- (INR Ten Lacs only). At the end of the e-RA, the final discount offered by the bidder, in the form of price reduction so offered on the EPC & NPV value of O&M price, shall be applied proportionately to all of the SOR Line items price (EPC Price + NPV of O&M price) quoted by the bidder initially in the financial bid. Accordingly, the revised reduced price of all of the SOR line items of the EPC & NPV of O&M will be derived. This proportionate price reduction will be applicable on both the EPC price & NPV value of O&M price, on which the e-RA has been actually conducted.

- **While applying the price reduction obtained after e-RA, all the SOR line items of the Schedule Nos 1,2/ SOR 1,2 (DSI Price of Supply & Service or the EPC price) can be straight away reduced by applying the % reduction factor uniformly on all the line items of Schedule Nos 1,2/ SOR 1,2. Same way, the NPV value of each year line item of O&M value under Schedule No 3/SOR – 3, can also be straight away reduced by applying the % reduction factor uniformly on all the line items of Schedule No 3/SOR – 3. However, as the reduced line items so arrived will be the NPV values of each year O&M value, so for the purpose of award, absolute values of each year O&M price line item wise will then be back calculated by dividing the finally arrived (After applying % reduction factor post e-RA) yearly reduced NPV values by the respective year “Discounting Rate for NPV calculation” & thereby, the absolute value of O&M price will be calculated on yearly basis. The award will be placed on the absolute value of O&M price including GST only and not on NPV of O&M price. NPV values are considered for the purpose of price bids evaluation only.**
 - L2, L3, L4.... LN Bidders have to mandatorily apply their decrements suitably so as to beat the L1 price in the first go itself, else system will not accept their respective Bids. However, at no stage, increase in EPC & NPV of O&M price will be permissible.
 - During E- Auctioning, no revision in total price for which a bidder is considered qualified after evaluation of Technical Bid is allowed.
 - The initial auctioning period will be of one (01) hour with a provision of auto extension by eight minutes from the scheduled/ extended closing time if any fresh bid is received in last eight minutes of auctioning period or extended auctioning period. If no valid bid is received during last eight minutes of auctioning period or extended auctioning period, then the e-auctioning process will get closed.
3. Following information will be displayed in the bidder's bidding window:
- First round EPC and NPV of O&M price as their start price initially and thereafter last quoted EPC & NPV of O&M Price.
 - The auction will be conducted on the total sum of EPC & NPV of O&M price.
 - The list of last quoted EPC & NPV of O&M price (i.e. last Bid Value) of all bidders with their Pseudo Identities and their time of quote.



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4. Selection of Successful Bidders

Post E-Ra, the bidders shall be selected in the ascending order with lowest quoted Evaluated Bid value (EPC + NPV of O&M price) (being L1).

a. The final price will be arrived by adding the EPC price and the NPV of O&M price (as a result of e-auctioning process)

b. The bidder with lowest Evaluated Bid value (EBV) at the end of E-Auctioning will be considered L1.

c. In case of tie in the final EBV after E-Ra, (i.e. the sum of their last quoted discounted EPC price and the NPV of O&M price), among two or more bidders being the same at the end of e-Reverse Auction, they will be considered in the chronological order of their last bid with preference to the bidder who has quoted his last bid earlier than others.

d. In the above case, if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

- The bidder who has quoted lowest Total Price in their Price BID before commencement of E-Auction shall be considered as L-1.
- If there is also a tie among any of these bidders, then L-1 will be the bidder who has the highest average annual turnover as per the documents submitted as a part of their bid.

5. At the end of selection process, a Notification of Award (NOA) / Contract Agreement (CA) will be issued to the successful bidder (L1).

6. In all cases, SECI's decision regarding selection of bidder through E-Auctioning or even annulment of tendering process shall be final and binding on all participating bidders.

32.4.3 Other Instructions

- For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electrontender> and go to the User-Guidance Centre.
- The help information provided through 'ETS User-Guidance Centre' is available in three categories :
Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.
- Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.



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33 COMPENSATION FOR EXTENDED STAY

NOT APPLICABLE

34 PURCHASE PREFERENCE

NOT APPLICABLE

[F] - NOTIFICATION OF AWARD/ LETTER OF INTENT/ CONTRACT AGREEMENT

35 NOTIFICATION OF AWARD

35.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder(s) in writing, through e-mail/ courier/ registered post, that his Bid has been accepted. Subject to "ITB: Clause-29", Owner will award the CONTRACT AGREEMENT / PURCHASE & SERVICE ORDER in line with the forthcoming clauses, to the successful Bidder(s) whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder(s), is determined to be qualified to satisfactorily perform the Contract.

35.2 The notification shall be issued to successful bidder(s) in duplicate. The successful bidder(s) is required to return its duplicate copy duly signed and stamped on each page within 07 days of its issuance including all the Appendix, Annexures as a token of acceptance.

35.3 In case the successful bidder(s) fails to acknowledge the acceptance of the notification as mentioned above vide clause no. 35.2, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.

35.4 In case of Non-responsive/Non acceptance to the notification by the successful bidder(s), SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

36 SIGNING OF CONTRACT AGREEMENT

36.1 Within 30 (Thirty) days of the release of Notification of Award (NOA) by the owner, the successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Owner on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'state' specified in Bidding Data Sheet (BDS).

36.2 In case the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 36.1, same will be treated as a case of non-responsiveness & default and EMPLOYER/ Owner may take suitable action to get the project successfully executed. Same shall constitute sufficient grounds for the forfeiture of EMD, if applicable.

36.3 In case of Non-responsive/Non-acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering



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process at its sole discretion.

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

37.1 Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I along with this ITB document.

37.2 Annexure-I deliberates in detail the all consequences pertaining to clause no. 37.

37.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS/ CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers/ Contractors/ Bidders/ 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 EMPLOYER's/ 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 EMPLOYER/ Owner, to such Vendors/ Suppliers/ Contractors/ Bidders/ 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 EMPLOYER/ Owner, such decision of EMPLOYER/ Owner shall be final and binding on such Vendor/ Supplier/ Contractor/ Bidder/ Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue/ dispute arising in the matter.

38 IMPLEMENTATION OF INTEGRITY PACT

"In respect of this tender, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with the bidder. The names of Independent External Monitor(s) (IEMs) who have been appointed by Owner, in terms of Integrity Pact (IP) which will form a part of the Owner Contracts are:

- Shri Rakesh Mohan, IA&AS (Retd.), E Mail Id: rmohan1987@gmail.com
- Shri Kesheo Prasad Dubey, IFoS (Retd.), E Mail Id: kesheodubey@gmail.com

The above-mentioned IEMs details are also available on SECI's website at www.seci.co.in. The IEMs are authorized to examine/consider all references made to it under this tender. The contractor, in case of any dispute(s)/complaint(s) pertaining to this tender may raise the issue either with the designed



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Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

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

Kind Attn.: ED (C&P)
Telephone Nos.: - 0091-(0)11-24666215/366
Fax No.: - 0091-(0)11-24666243
E-mail: - contracts@seci.co.in,

The Independent External Monitor (IEM) has the right to access without restriction to all tender documentations of the owner including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project/tender Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors / JV Partners / Consortium member with confidentiality.

The Nodal officer for necessary coordination in this regard shall be as under:

- (i) HOD of Contracts & Procurement (C&P): For issues pertaining to C&P department.
- (ii) Head of concerned Department: For issues pertaining to other departments."

The bidders are required to sign and seal the attached "Integrity Pact" as per Format-19 under "Section-VI Sample Forms and Formats".

39 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)

39.1 From time to time, the Government of India lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.

39.2 Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

39.3 To reduce the transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit, adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy.

39.4 Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies.

39.5 In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing

**10 MW (AC) Floating Solar
PV Plant**

**Tender No.
SECI/C&P/PMC/11/05/2024-25**

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Signature of Bidder



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down their price to L1 price in a situation where L1 price is from someone other than an MSE and such MSE shall be allowed to supply up to 25 (twenty-five) per cent of total tendered value. The 25(twenty-five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

39.6 Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent s reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. . MSEs would be treated as owned by SC/ ST entrepreneurs:

- In case of proprietary MSE, proprietor(s) shall be SC /ST;
- In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
- In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.

39.7 If subcontract is given to MSEs, it will be considered as procurement from MSEs.

39.8 In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

39.9 To develop MSE vendors so as to achieve their targets for MSEs procurement, Central, the Procuring entity shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal.

39.10 The procurement of Goods and Services from Micro & Small Enterprises shall be as per the Government policy as amended from time to time. The intent should be to have enabling provisions for maximum participation. The letter is attached as Annexure V with this Procurement Policy.

39.11 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, SECI has entered into an association / agreement with following 3 (three) financial institutions:

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

MSE vendors can register on a digital platform which connects MSME Service Providers and their Buyers to multiple financiers. It enables MSME Service Providers, 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.

40 RISK OF REJECTION

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

41 INCOME TAX & CORPORATE TAX

41.1 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.

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

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

41.4 MENTIONING OF PAN NO. 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

===== X =====



Annexure-I

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

A Definitions:

A.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.

A.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 in order to influence a selection process or during execution of contract/ order.

A.3 "Collusive Practice amongst bidders (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 EMPLOYER of the benefits of free and open competition.

A.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.

A.5 "Vendor/ Supplier/ Contractor/ Consultant/ Bidder" is herein after referred as "Agency"

A.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.

A.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.

A.8 "Investigating Agency" shall mean any department or unit of EMPLOYER/ Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the EMPLOYER/ Owner, Central Bureau of Investigation, State Police or any other agency set up



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by the Central or state government having power to investigate.

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

B.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 EMPLOYER/ Owner for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) 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 EMPLOYER/ Owner for a period specified in para B 2.2 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)/ EMPLOYER/ 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.

(ii) 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 EMPLOYER/ Owner for a period specified in para B 2.2 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.

(iii) 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 EMPLOYER/ Owner for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 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 EMPLOYER/ 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/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is banned , such agency shall not be considered in ongoing tenders/ future tenders.
- C.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 incidental to original scope mentioned in the contract.
- C.3 If an agency is banned during tendering and irregularity is found in the case under process:
- C.3.1 after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.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.
- C.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/ mis-appropriation 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



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re-invited.

D. Procedure for Suspension of Bidder

D.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.

D.2 Suspension Procedure:

D.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.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.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 EMPLOYER/ Owner.

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



D.3 Effect of Suspension of business:

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

- D.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 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.
- D.3.3 The existing contract(s)/ order(s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of EMPLOYER/ Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

E Debarment of Suppliers/Bidders

E.1 Registration of suppliers/Bidders and their eligibility to participate in Procurement Entity's procurements is subject to compliance with Code of Integrity for Public Procurement and good performance in contracts. Further, A bidder shall be debarred if he has been convicted of an offence-

i, a) under the Prevention of Corruption Act, 1988; or

b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

ii. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

iii. The Procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

iv. The bidder shall not be debarred unless such bidder has been given a reasonable

opportunity to represent against such debarment

E.2 Definitions

a) Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

b) Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

1. Whether the management is common;
2. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
3. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
4. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
5. All successor firms will also be considered as allied firms.

The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

E.3 Orders for Debarment of a firm(s) shall be passed keeping in view of the following:

- i) A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
- ii) Firms will be debarred if it is determined that the bidder has breached the code of integrity.
- iii) A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Procuring Entity, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration (if applicable)" etc.
- iv) It will only be applicable to all the attached/ subordinate offices of the procuring Entity/SECI issuing the debarment Order.
- v) The procuring Entity/SECI before issuing the debarment order against a firm must ensure



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that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

vi) procuring Entity/SECI that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same.

vii) The procuring Entity/SECI will maintain list of debarred firms, which will also be displayed on its website.

viii) Debarment is an executive function and should not be allocated to Vigilance Department.

ix) It is possible that the firm may be debarred concurrently by more than one Ministry/Department. Ministries/ Departments at their option may also delegate powers to debar bidders to their CPSUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for are to be kept in mind. Debarment by such bodies like CPSUs etc. shall be applicable only for the procurements made by such bodies. Similarly, Government e-Marketplace (GeM) can also debar bidders up to two years on its portal. In case of debarments, revocation of the debarment orders before expiry of debarred period should be done only with the approval of the CMD/MD.

E.4 Other Provisions:

i) No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

ii) If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

iii) Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.

iv) The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

v) Debarment in any manner does not impact any other contractual or other legal rights of the



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procuring entity.

vi) The period of debarment shall start from the date of issue of debarment order.

vii) The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

viii) Ordinarily, the period of debarment should not be less than six months.

ix) In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entity. In such cases, endeavour should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.

Annexure-II

ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)

1. General

Special Instructions (for e-Tendering).

Submission of Online Bids is mandatory for this Tender.

This section contains detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/ tender document.

Bidders who wish to participate in e-tenders must go through the 'instructions in respect of e-Tendering essentially covering security settings required for bidder's PC/ Laptop, uploading and checking the status of digital signature in the bidder's PC/ Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/ Bid etc.

2. About E-Tender Portal (Web)

Solar Energy Corporation of India Limited (SECI) has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the ETS Portal of M/s ElectronicTender.com (India) Pvt. Limited (<https://www.bharat-electronictender.com>) through ISN Electronic Tender Services Private Limited (referred as ISN-ETS) (referred hereunder as "E-Tender Portal") and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/ Price Schedule (Price Bid) in note and attachment folder, as applicable, and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender



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evaluation process and award.

3. Pre-requisite for participation in bidding process

The following are the pre-requisite for participation in e-Tendering Process:

3.1 PC/ Laptop with Windows OS, Internet Explorer

Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.

3.2 Internet Broadband Connectivity

The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.

3.3 A valid e-mail Id of the Organization/ Firm

3.4 E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, SECI has decided to use the portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN Electronic Tender Services Private Limited (referred as ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

4. Tender Bidding Methodology under Sealed Bid System of Single Stage Two Envelop:

4.1 Broad Outline of Activities from Bidder's Perspective:

4.1.1 Procure a Class III Digital Signing Certificate (DSC).

4.1.2 Register on Electronic Tender System® (ETS)

4.1.3 Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA

4.1.4 View Notice Inviting Tender (NIT) on ETS

4.1.5 For this tender -- Assign Tender Search Code (TSC) to a MA

4.1.6 Download Official Copy of Tender Documents from ETS Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a



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tender, it is mandatory to procure official copy of Tender Documents for that tender.

4.1.7 Clarification to Tender Documents on ETS

- a) Query to SECI (Optional)
- b) View response to queries posted by SECI

4.1.8 Bid-Submission on ETS

4.1.9 Respond to SECI Post-TOE queries

4.1.10 Participate in reverse auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

4.2 Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]

4.3 Registration

To use the Electronic Tender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS/ ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

1. Interested bidders have to download official copy of the RfS/ Tender & other documents after login into the ETS Portal of ISN-ETS (<https://www.bharat-electronictender.com>). If the official copy of the documents is not downloaded from ETS Portal of ISN-ETS within the specified period of downloading of RfS/ Tender and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such



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as creation of users, assigning roles to them, etc.

ETS Helpdesk

Phone +91-124-4229071, 4229072

E-mail support@isn-ets.com

Remarks 1000 hrs to 1800 hrs on all working days ie from Monday to Friday except Government Holidays.

5. Some Bidding Related Information for this Tender (Sealed Bid)

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

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

I. Fundamental Compliance Documents under Offline Mode

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

Contact Persons Name: Mr Sandeep Kumar / Mr Umesh Patidar

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

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

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



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the Fundamental Bid Compliance documents will be rejected.

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

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

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

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

II. Online Documents/Soft Copy

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

II (a) As part of First Envelope

- (a) The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the ISN-ETS portal, shall be duly filled.
- (b) Scanned copies of all the above-mentioned original documents during online Bid Submission as a part of First envelope and Bid Form for first envelope.

- (c) Certificate of Incorporation, Article of Association and Memorandum of Association
- (d) 'Bidder's General Information', as per 'Form F-4'.
- (e) 'No Deviation Confirmation', as per 'Form F-5'.
- (f) 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-6'
- (g) 'Declaration regarding the procurement of Solar Inverters & Solar Modules from class I local suppliers, as per 'Form F-7'
- (h) 'Bidders Experience as per 'Form F-8'
- (i) Disclosure for ALMM compliance as per 'Form F-9'
- (j) Format of Chartered Accountant certificate for financial capability of the bidder as per 'Form F-10'
- (k) 'E-Banking Format as per 'Form F-11'
- (l) 'Shareholding Certificate' as per 'Form F-12'
- (m) 'Format for Cyber Security Agreement' as per 'Form F-13'
- (n) "FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF BG TOWARDS EMD)" as per 'Form F-14'
- (o) Form of Insurance Surety Bond towards EMD as per Format F-16
- (p) Joint Undertaking by the Indian Bidder and the Firm as per Format F-18
- (q) "Declaration regarding the Fulfillment of Domestic Content Requirement Clause" as per Format F-27
- (r) Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- (s) Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-10
- (t) Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory).

II (b) As part of Second Envelope

- (a) The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ISN-ETS portal, shall be duly filled. "Termed as **ELECTRONIC FORM**"
- (b) Main Price Bid comprising of Schedule No 1,2,3 & 4 of the Price Schedule (available in Section - VIII, SOR), duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as MAIN BID".

5.2 Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted® functionality, the contents of both the 'Electronic Forms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words



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(e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Form for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Form and the corresponding Main-Bid.

If any variation is noted between the price mentioned in the Electronic Form and the Main Bid (Refer Clause above for the definitions of Electronic Form and Main Bid), the price mentioned in the Main Bid shall prevail.

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the EMPLOYER.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to EMPLOYER in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

5.3 Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the User-Guidance Centre

The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

5.4 Seven CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following 'Seven KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your



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tender submission deadline on ETS.

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, EMPLOYER may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by EMPLOYER, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD, if applicable shall be refunded. No request on this account shall be entertained by EMPLOYER/ Owner.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

6 Content of Bid

6.1 Un-Priced Bid

The Un-Priced Bid (i.e. Part I - Technical Bid, refer ITB of tender for details) to be uploaded using Link "TECHNICAL DOCUMENT". ***Bidders are advised to not upload duly filled***

10 MW (AC) Floating Solar PV Plant	<u>Tender No.</u> SECI/C&P/PMC/11/05/2024-25	<u>ITB</u> Page 47 of 50	<u>Signature of Bidder</u>
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Schedule of Rates (SOR)/ Price Schedule (PS) at this link.

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/ tender in the Collaboration Folder (C-Folder) under tender document of e-tender portal.

Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder.

The complete bid (each page) shall be continuously numbered in sequence, from start till end i.e. 1, 2, 3... n. The bid shall be uploaded along with proper index and indicating page numbers against each category of documents. A sample is suggested as under:

Sub-folder in C-Folder	Documents	Page nos. (for ref.)
1. INDEX	Index	1 to a
2. TENDER DOC	Tender Document, Corrigendum etc.	a+1 to b
3. B.E.C	BEC documents (including order, completion/ execution certificate, balance sheet, etc.)	b+1 to c
4. UN-PRICED COMMERCIAL	Un-priced Commercial offer/bid	c+1 to d
5. EMD/POA	Scanned copy of EMD/POA	d+1 to e
6. FORMATS	Formats of tender duly filed-in, signed and stamped and other	e+1 to f
7. TENDER FEE	Scanned copy of Tender Fee/ Integrity Pact (I.P.)	f+1 to f
8. OTHERS	Any other document	g+1 to n

The above shall ensure that there are no missing documents and traceability of relevant section is ensured.

Note:

- i) Bidder may save/ store the bid documents in the PC/ Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/ rate(s) strictly in the Schedule of Rate (SOR)/ Price Schedule (PS) attached with the tender.

Inadvertently, if a document is uploaded in Collaboration Folder (C Folder) by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/ modified document prior to due date & time.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder of Tender Document in e-tender portal.

6.2 Price Bid

The Price Bid (i.e. Part II - Price Bid, refer ITB for details) to be uploaded using Link given under ISN portals & and NOT using link "TECHNICAL DOCUMENT". **Bidders are advised**

10 MW (AC) Floating Solar PV Plant	Tender No. SECI/C&P/PMC/11/05/2024-25	ITB Page 48 of 50	Signature of Bidder
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not to upload any other documents and same shall be ignored. For detailed instructions, refer tender document and instructions as given above.

EMPLOYER/ Owner shall not be responsible for any failure on the part of the bidder in submission of Priced Bid.

Instructions mentioned under "PRICE BID [Online]" shall be applicable in case Bidders have been asked to quote their prices on-line directly in the ISN's e-tender portal in addition to uploading of scanned copy of SOR/ PS or only the on-line price submission in the portal, as the case may be.

7 Submission of documents

Bidders are requested to upload small sized documents preferably (upto 10 MB) at a time to facilitate easy uploading into e-tender portal. EMPLOYER/ Owner shall not be responsible in case of failure of the bidder to upload documents/ bids within specified time of tender submission.

8 Last date for submission of bids

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/ revise the same on or before the last date and time of submission. The system time displayed on ISN's e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

9 Internet connectivity

If bidders are unable to access ISN's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option.

Additional DO'S AND DON'TS FOR BIDDERS Participating in e-Reverse Auction

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is not preceded by a sealed-bid stage), pay your EMD, if applicable on ETS well in advance of the start



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of e-Reverse Auction bidding.

5. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is not preceded by a sealed-bid stage), pay the Bid Processing Fee well in advance of the start of e-Reverse Auction bidding.
6. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.



Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW(AC) grid connected saffron based Agro-Solar PV Power Plant with 10 years O&M at Pampore, Pulwama, J&K, India



SECTION - III

BID DATA SHEETS (BDS)

10 MW (AC) Floating Solar PV
Plant

Tender No.
SECI/C&P/PMC/11/05/2024-25

BDS
Page 1 of
13

Signature of
Bidder

BID DATA SHEETS (BDS)

The following bid specific data for the Plant and Equipment to be procured shall amend and/ or supplement the provisions in the Section - II, Instruction to Bidders (ITB)

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	SCOPE OF BID (ITB 1.1)	<p>The Owner is:</p> <p>The Singareni Collieries Co., Ltd., Kothagudem - 507119, Telangana</p> <p>Kind Attn: GM (E&M) Solar Energy</p> <p>Telephone Nos.: - 08744-244112 email: gm_solar@sclmines.com</p> <p>The Employer is:</p> <p>Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>Kind Attn.: General Manager (C & P) Telephone Nos.: - 0091-(0)11-24666220/24666366 Email: - umesh.patidar@seci.co.in</p>
2.	BIDS FROM CONSORTIUM/ JOINT VENTURE (ITB 3.0)	<p><u>Replace the existing clause by the following:</u></p> <p>Bids from Consortium/ Joint Venture are ALLOWED</p>
3.	NUMBER OF BIDS PER BIDDER (ITB 4.0)	<p><u>Replace the existing clause by the following:</u></p> <p>Bidder shall submit only 'one [01] Bid' per bidder in the 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. A Bidder including its Parent, Affiliate or Ultimate Parent or any Group</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Company may submit a single bid.</p> <p>Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the Tender, each of such Bidders will be required to submit the Disclosure as per the attached format. In all other cases, this disclosure is not required & standard forms & formats will be applicable.</p>
4.	<p>SITE VISIT (ITB 6)</p>	<p><u>Add the following to the existing clause:</u></p> <p>6.4 The bidder shall himself obtain all the necessary information as to risks, contingencies and other circumstances which may influence or affect his offer. No consequent extra claims on any misunderstanding or otherwise shall be allowed by the Employer/Owner.</p>
5.	<p>BID CURRENCIES (ITB 14)</p>	<p>Indian Rupees (INR)</p>
6.	<p>BID VALIDITY (ITB 15.1)</p>	<p><u>Replace the existing clause by the following:</u></p> <p>The bid validity period shall be 180 (One Hundred and Eighty Days) from the date of opening of Techno-Commercial Bid (Envelope-I).</p>
7.	<p>EMD (ITB 16)</p>	<p><u>Add the following to the existing clause:</u></p> <p>16.10 Payment on Order Instrument (POI) against EMD:</p> <p>As an alternative to submission of EMD, the bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of tender. This instrument would have to be furnished as per Format 14 of the tender document, within the timelines, for the amount and validity period as per the clause above.</p> <p>The term “Bank Guarantee (BG) towards/against EMD” occurring in the entire tender document shall be read as “e-PBG/Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/Surety Bond against EMD”.</p> <p>Further the EMD will also be accepted in the form of Insurance Surety Bond as per Format 16 of the tender document.</p>
8.	<p>ZERO DEVIATION & REJECTION CRITERIA (ITB 19.1 & 19.2)</p>	<p>Clause No 19.1, Zero deviation & Clause No 19.2, Rejection Criteria should be read in conjunction to each other & both clauses points mentioned should complement each other.</p>
9.	<p>DEADLINE FOR SUBMISSION OF BIDS (ITB 22.2)</p>	<p><u>Add following to the existing clause:</u></p> <p>For hard copies of bid submission purpose, the address of the Employer is:</p> <p>Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>Kind Attn.: GM (C & P) Telephone Nos.: - 0091-(0)11-24666220/ 24666366 E-mail: - umesh.patidar@seci.co.in</p>
10.	BID OPENING	<u>Add following to the existing clause:</u>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
	(ITB 26.1)	The bid opening shall take place at: Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India
11.	SIGNING OF CONTRACT AGREEMENT (ITB 36)	<u>Add following to the existing clause</u> State of which stamp paper is required for Contract Agreement: New Delhi The value of stamp paper will be INR 100/-
12.	CONSIDERATION OF ABNORMALLY LOW BIDS (ITB 42)	<u>Add following to the existing clauses</u> An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would be automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of bid document so as to have a safeguard against the submission of abnormally low bid from the bidder. In the case of predatory pricing as well, procuring entities may refer to the above consideration of Abnormally Low Bids to assist themselves in finalization of tenders. No provisions should be kept in the Bid Documents regarding the Additional

Sl. No.	ITB Clause Ref. No.	Bid Data Details								
		<p>Security Deposit/ Bank Guarantee (BG) in case of Abnormally Low Bids. Wherever, there are compelling circumstances to ask for Additional Security Deposit/ Bank Guarantee (BG) in case of ALBs, the same should be taken only with the approval of the Competent Authority.</p> <p>In the circumstances to ask for Additional Security Deposit/ Bank Guarantee (BG) in case of ALBs post the approval of the Competent Authority, the extra BG amount should be decided on the basis of the range defined below:</p> <table border="1"> <thead> <tr> <th>% Difference between L1 and L2 Bid Value post Financial Evaluation and e Reverse Auction (if applicable)</th> <th>Extra BG amount</th> </tr> </thead> <tbody> <tr> <td>More than 25% but Less than 50%</td> <td>25% of the original BG amount</td> </tr> <tr> <td>More than 50% but Less than 75%</td> <td>50% of the original BG amount</td> </tr> <tr> <td>More than 75%</td> <td>75% of the original BG amount</td> </tr> </tbody> </table> <p>However, in all the above-mentioned cases the extra BG amount must not surpass the actual / original BG amount submitted by the bidder while submitting the bid.</p>	% Difference between L1 and L2 Bid Value post Financial Evaluation and e Reverse Auction (if applicable)	Extra BG amount	More than 25% but Less than 50%	25% of the original BG amount	More than 50% but Less than 75%	50% of the original BG amount	More than 75%	75% of the original BG amount
% Difference between L1 and L2 Bid Value post Financial Evaluation and e Reverse Auction (if applicable)	Extra BG amount									
More than 25% but Less than 50%	25% of the original BG amount									
More than 50% but Less than 75%	50% of the original BG amount									
More than 75%	75% of the original BG amount									
13.	<p>Code of Integrity for Public Procurement (CIPP)</p> <p>(ITB 43)</p>	<p><u>Add following to the existing clauses</u></p> <p>43.1 Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the Procuring Entity and the bidders/suppliers must abide by the following Code of Integrity for Public Procurement (CIPP). The bidders/suppliers should be asked to sign a declaration about abiding by a Code of Integrity/Integrity Pact for Public Procurement in registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on</p> <p>43.2 Procuring Entity as well as bidders, suppliers, contractors and consultants should observe the highest</p>								

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:</p> <p>i) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;</p> <p>ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;</p> <p>iii) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;</p> <p>iv) “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</p> <p>v) “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>vi) "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;</p>
14.	<p>Post-Tender Negotiations (ITB 44)</p>	<p><u>Add following to the existing clauses</u></p> <p>There shall normally be no post-tender negotiations. Negotiations shall be carried out only in special circumstances and that too with L-1 bidder in line with Manual for Procurement of Goods/CVC / management guidelines issued from time to time.</p> <p>Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to negotiate for reduction of prices, they should be held only with the lowest acceptable bidder (L1), who is techno-commercially responsive for the supply of a bulk quantity and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates.</p> <p>The circumstances where negotiations may be considered could be:</p> <p>a) Where the procurement is done on nomination basis;</p> <p>b) Procurement is from single or limited sources;</p> <p>c) Procurements where there is suspicion of cartel formation which should be recorded; and</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		d) Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements.
15.	Debriefing (ITB 45)	<p><u>Add following to the existing clauses</u></p> <p>45.1 Under Single Stage Two Envelope Bidding, all the bidders whose First Envelope bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection before the opening of Second Envelope bids.</p> <p>45.2 Under Single Stage Single Envelope Bidding, all the bidders whose bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection after award of Contract for the particular package.</p> <p>45.3 Under Two Stage Bidding, all the bidders whose First Stage bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection before the inviting of Second Stage Bids.</p>
16.	Issues on Annulment of Bidding Process, Snap Bidding/ Re-Tendering/ E-Reverse Auction (ITB 46)	<p><u>Add following to the existing clauses</u></p> <p>46.1 SECI reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same has been received, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground of SECI's action. Annulment may be done due to higher prices for unexplainable reasons, cartel formation or such aspects.</p> <p>Owner may cancel the process of procurement or rejecting all bids at any time before intimating acceptance of successful bid under circumstances mentioned below.</p> <p>a) If the quantity and quality of requirements have changed substantially or there is an un-rectifiable infirmity in the bidding process;</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>b) when none of the tenders is substantially responsive to the requirements of the Procurement Documents;</p> <p>c) none of the technical Proposals meets the minimum technical qualifying score;</p> <p>d) If effective competition is lacking. However, lack of competition shall not be determined solely on the basis of the number of Bidders.</p> <p>e) the Bids'/Proposals' prices are substantially higher than the updated cost estimate or available budget;</p> <p>f) If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall re-tender the case.</p> <p>g) No bids received or adequate competition not available.</p> <p>h) None of the bids received has been found to be compliant</p> <p>i) Prices quoted by bidders are abnormally high or abnormally low</p> <p>j) None of the bids when using the open channel satisfies the set selection criteria of eligibility.</p> <p>k) Irregularities occurred during the process of evaluation of bids.</p> <p>The decision of the Owner to cancel the procurement and reasons for such a decision shall be immediately communicated to all bidders that participated in the procurement process.</p> <p>46.2 In case, circumstances warrant annulment of bidding process before the deadline for bid submission/opening of bids, a 'general notification' to this effect shall be issued on</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>the Procurement Portal/SECI's website. The decision of annulment shall also be intimated to the bidders through online/offline mode, as the case may be. The bids, if any, received by that time shall also be returned. However, once the bids are opened (Techno-Commercial and/or Price part), the recourse under this provision to reject all the bids shall be opted as a last resort.</p> <p>46.3 If fresh bids are invited based on the same bidding process, maintaining the prices of the bids as ceiling prices where prices are already open, the same shall be termed as Snap bidding. Snap bids can be invited from all those parties who had submitted their bids, with the provision that all the unit prices to be quoted in the revised bid cannot be higher than what were quoted in the original bid. If the unit price quoted in the revised bid are higher than what were quoted in initial bid, such bids shall be treated non-responsive and shall be rejected.</p> <p>46.4 e-RA shall in general be conducted as per the guidelines in place.</p> <p>46.5 Notwithstanding anything mentioned in the tender documents, in case of annulment/cancellation of bids subsequent to the last date of bid submission, all the opened/unopened bids submitted by the bidders in response to the said tender shall be returned by SECI, including the amounts submitted against EMD and bid processing fee (without interest). In case of a tender comprising both offline and online bid submission, in the event a bidder submits the offline bid but fails to submit the online bid within the bid submission deadline, the EMD shall be returned to the respective bidder.</p> <p>Further, in the event of rebidding of an annulled / cancelled bid, being conducted by SECI, the bidders who have already submitted cost of tender documents shall not be required to re-submit the amount against cost of tender document, provided that the bidding company or its Affiliate participates in the rebidding process.</p>
17.	Issues on Eligibility/Ineligibility of Firms	<u>Add following to the existing clauses</u>

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	<p>for Participation in the Bidding Process</p> <p>(ITB 47)</p>	<p>47.1 In case a bidder fails to honour its bids, after emerging as successful bidder in two or more cases within a period of one year, bids from such bidder for any of the ongoing projects or for future projects with originally scheduled date of bid opening falling within a period of one year, shall not be considered for acceptance and shall be treated as deemed non-responsive. The period of one year shall be reckoned from the incidence of first such event.</p> <p>47.2 Any bid submitted by a bidder having Conflict of Interest, as defined in the Bidding Documents, shall be considered non-responsive.</p>
18.	<p>Grievance Redressal Mechanism/Complaint Handling System (If in place)</p> <p>(ITB 48)</p>	<p><u>Add following to the existing clauses</u></p> <p>48.1 Any firm being aggrieved by any decision, action or omission by SECI during the procurement process may make an application against such grievances in writing within 10 days or any other time period, if any, as may be specified in the Bidding Documents, from the date of such decision, action or omission. However, unsigned or anonymous applications shall not be entertained.</p> <p>48.2 The authority to which the grievances are to addressed shall be the same under whose name the Invitation for bids/NIT has been issued.</p> <p>48.3 The nominated Committee shall examine and deliberate the merits of the bidder's complaint and the decision shall be communicated in writing to the concerned bidder within 30 days from the date of receipt of the application or any other such period, if any, as may be specified in the Bidding Documents.</p> <p>48.4 During procurement process prior to award of contract, the review shall be done for grievances of only those bidders who have participated in the procurement proceedings.</p> <p>48.5 During the grievance redressal, information which impair the fair competition or is prejudicial to the legitimate commercial interests of one or more participating bidders shall not be disclosed.</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>48.6 The request for review on the following matters shall not be entertained:</p> <ul style="list-style-type: none"> (a) Determination of need of procurement; (b) Provisions limiting participation of bidders in the procurement process (c) The decision to enter into negotiations; (d) Cancellation of a procurement process; (e) Applicability of provisions of confidentiality



ANNEXURE TO BID DATA SHEET (BDS) QUALIFYING REQUIREMENTS

10 MW (AC) Floating Solar
PV Plant

Tender No.
SECI/C&P/PMC/11/05/2024-25

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Signature of
Bidder

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. The bid can be submitted by an individual Company or by a Joint Venture/Consortium of not more than 03 (Three) companies. (Specific requirements for Joint Ventures/Consortium are given below).

1.1 GENERAL ELIGIBILITY CONDITIONS

The bidder should be an Indian company registered in India meeting the technical and financial eligibility requirement (s) as set forth in this section. Further, Government owned Enterprises registered and incorporated in India are also allowed to participate in this tender. 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, 2013 prior to the bid submission deadline, is also eligible to participate.

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 documents.

It shall be the sole responsibility of the bidder to inform Owner in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

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

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The Bid Processing Fees and EMD are exempted for MSEs (Micro and Small Enterprises) bidders registered under NSIC/ DIC/ Udyog Aadhaar Category only.

Limited Liability Partnerships, Proprietorships, Partnerships, NGOs, Charitable Trusts, and Educational Societies are not allowed to participate in the bidding process (either individually or in Joint Venture/ Consortium).

As the Proprietorships, Partnerships, NGOs, Charitable Trusts, Educational Societies in any form are not allowed to participate in the tendering process, hence any such firm/entity having MSEs status is also not eligible to participate in the bidding process (either individually or in Joint Venture/ Consortium).

1.2 TECHNICAL ELIGIBILITY CONDITIONS

Bidders can participate through any one of the below mentioned qualifying routes. The Bidder shall be considered meeting Technical Eligibility criteria either from Route I or Route II or Route III.

Route I

IA. The bidder should have experience in EPC execution of Ground mounted Solar PV Projects on Turnkey basis including Design, Supply (Supply of Modules/Inverters can be inclusive or exclusive in the bidder's scope in the past experience), Installation and Commissioning of Grid connected Solar PV Power Plant of cumulative Capacity not less than **5 (Five) MW** in last seven years as on last date of bid submission. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

AND

IB. The bidder should have experience in EPC execution of Ground mounted Solar Projects on Turnkey basis including Design, supply (Supply of

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Modules/Inverters can be inclusive or exclusive in the bidder's scope in the past experience), installation & commissioning of at least **02 (Two)** Grid connected Solar PV Power Plant Projects having an individual capacity of **01 (One) MW or above** in last seven years as on last date of bid submission. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

OR

Route II

IIA. The bidder should have experience in execution of Ground mounted Solar PV Projects as a Developer of Grid-connected Solar PV Power Plant(s) of cumulative Capacity not less than **5 (Five) MW** in last seven years as on last date of bid submission. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

AND

IIB. The bidder should have experience in execution of Ground mounted Solar Projects as a Developer of at least **02 (Two)** Grid connected Solar PV Power Plant Projects having an individual capacity of **01 (One) MW or above** in last seven years and till last date of bid submission. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

OR

Route III

IIIA. The Bidder should have executed an Industrial project either as developer or as EPC Contractor in the area of Power/ Steel/ Oil and Gas/ Petro-Chemical/

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Fertilizer/Cement/Coal mining including Coal handling plant/Infrastructure and/ or any other process industry, of a value of **INR 26 Crores** or more in a single project or single work or above in last seven years and till last date of bid submission. However, such project capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

AND

IIIB. The Bidder should have executed at least one (1) Electrical Sub-station of 33 kV or above voltage level, consisting of equipment such as 33kV or above voltage level circuit breakers and Power transformer, either as developer or as EPC Contractor & such Sub Station capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission. The works referred at clause IIIA & IIIB under Route III above can be in same or different projects.

The list of projects commissioned at least 6 months prior to the last date of Bid Submission, indicating whether the project is grid connected, along with a scanned copy of the Commissioning certificate and Work order / Contract / Agreement/LOI from the Client (or Owner) shall be submitted in support of Clause 1.2 above.

The bidder shall also be considered qualified, in case the award for executing the reference work has been received by the bidder either directly from the owner of the plant or any other intermediary organization. In such a case, a certificate from such owner of plant or any other intermediary organization shall be required to be furnished by the bidder along with its techno-commercial bid in support of bidder's claim of meeting the qualification requirement as mentioned under Route I, II & III above. Bidder shall also submit a certificate of successful completion and operation from the Owner.

The Performance Certificate must have been issued for a minimum duration of 06 (Six) months from the date of commissioning. The Performance Certificate/Joint meter reading (JMR) reports shall have been issued by any

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state/ central owned agencies or state power departments or authorized representative of Power offtaker (Discom/Private Power purchaser).

1.3 FINANCIAL ELIGIBILITY CONDITIONS

The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2021-22, 2022-23 & 2023-24) should be **INR 20,42,00,000/- (Indian Rupees Twenty crores and Forty-Two lakhs only)**. *MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets.* A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

AND

The net worth for the last financial year should be positive. "Net Worth" of the Bidder shall be calculated as per the Companies Act, 2013.

AND

The bidder should have a minimum Working Capital of **INR 12,76,00,000/- (Indian Rupees Twelve crores Seventy-Six lakhs only)** as per the last audited financial statement. If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than INR 500 Crores, confirming availability of the line of credit for more than or equal to **INR 12,76,00,000/- (Indian Rupees Twelve crores Seventy-Six lakhs only)** to meet the working Capital requirement of this particular Project.

1.3.1 Bidders participating under Route I, II & III may use the Technical & Financial credentials of their Parent/ Holding/ Subsidiary/ Affiliate/ Group company for

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qualifying the above-mentioned Technical & Financial qualification requirements as per clause 1.2 and 1.3 respectively.

In such a case, Bidder shall furnish an Undertaking jointly executed by the firm qualified as per clause 1.2 and 1.3 and the Bidder along with its bid for complete performance of the contract jointly or severally as per format 18 enclosed in the bid document failing which the Bidder's bid is liable to be rejected.

- 1.3.2 The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net Worth for the purpose of verification.
- 1.3.3 The derivation of Net Worth" of the Bidder shall be calculated as per Company Act 2013.
- 1.3.4 Other income (as per the Companies Act, 2013 including amendment/clarifications), shall not be considered for arriving at annual turnover.
- 1.3.5 A scanned copy of Certificate of Incorporation of the Bidder shall be furnished in the bid (through online mode).
- 1.3.6 Bidders shall furnish documentary evidence as per the prescribed format (online as well as offline), duly certified by the Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of their financial eligibility.

The Bidder shall furnish the following documentary evidences along with the Bid in support of meeting of above-mentioned Financial Eligibility Criteria:

- (i) "Details of Financial capability of Bidder" as per format F-10 duly signed and stamped by a Chartered Accountant (format attached).
- (ii) Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial Eligibility Criteria. In case of

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tenders 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.

1.4 JOINT VENTURE & CONSORTIUM CONDITIONS:

In case the bid is submitted by a Joint venture (JV) or Consortium of two or more companies as partners, they must meet the following requirements: -

- 1.4.1 The Lead partner of the JV/Consortium shall meet individually 100% of Technical Eligibility Conditions given at para 1.2 above.
- 1.4.2 There can be a maximum of 03 (Three) partners in a JV/Consortium. The Lead partner of the JV/Consortium shall meet individually not less than 50% of minimum Financial Eligibility Conditions (MAAT & Working Capital) given at para 1.3 above. However, all the JV/Consortium partners must meet collectively 100% Financial Eligibility Conditions given at para 1.3 above. Herein, apart from the Lead partner, a minimum of 25% Financial eligibility should be met individually by all other partners of the JV/Consortium.
- 1.4.3 In the case of a joint venture/Consortium, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV/Consortium shall nominate the Lead partner of the JV/Consortium who shall have the authority to conduct all business for and on behalf of any and all the members of the JV/Consortium during the Bidding process and, in the event the JV/Consortium is awarded the Contract, during contract execution.

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- 1.4.4 A firm that is a Bidder (either individually or as a JV/Consortium member) shall not participate as a Bidder or as JV/Consortium member in more than one Bid. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.
- 1.4.5 The Bid Securing Declaration & Performance Security (In case of award) of a JV/Consortium shall be in the name of the JV/Consortium that submits the Bid. If the JV/Consortium has not been legally constituted into a legally enforceable JV/Consortium at the time of bidding, the Bid Securing Declaration shall be in the names of all the members of the JV/Consortium & not in the name of “**only lead bidder**”. The Bid Securing Declaration shall be executed in the names of all the members of the JV/Consortium.
- 1.4.6 Similarly, in case of the award, the Performance Security, to be submitted by a JV/Consortium shall be in the name of the JV/Consortium that has been awarded the NOA/Contract Agreement. If the JV/Consortium has not been legally constituted into a legally enforceable JV/Consortium, the Performance Security shall be in the names of all the partners of the JV/Consortium & not in the name of “**only lead bidder**”. The Performance Security Bank Guarantee shall be executed in the names of all the partners of the JV/Consortium.
- 1.4.7 In the case that the Bidder is a JV/Consortium, the Bid shall be signed by the authorized representative of the Lead partner of the JV/Consortium on behalf of the JV/Consortium, and so as to be legally binding on all the partners as evidenced by a power of attorney signed by their legally authorized representatives.
- 1.4.8 The joint venture/Consortium agreement should indicate precisely the responsibility of all partners of JV/Consortium in respect of planning, design, manufacturing, supply, installation, commissioning and training. All members of JV/Consortium should have active participation in execution during the

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currency of the Contract. The composition or the constitution of the JV/Consortium shall not be varied/modified subsequently without prior approval of the Employer/Owner.

- 1.4.9 The Joint Venture/Consortium must collectively satisfy the Criteria of clauses 1.2 & 1.3 above (Routes I, II & III) for which purpose, the relevant figure of average annual turnover and liquid assets/ credit facilities for each of the partners of the JV/Consortium shall be added together to arrive at total eligibility of the Joint Venture/Consortium. The net worth of each Partner of JV/Consortium should be positive.
- 1.4.10A Joint Venture (JV), may or may not be incorporated as a Registered Company.
- 1.4.11A Joint Venture (JV), if incorporated as a Registered Company, is required to submit Bid Securing Declaration and Performance Security (In case of award) in the name of Joint Venture only.
- 1.4.12A JV is required to submit Form of Undertaking by the JV Partners (F - 20) and Form of Power of Attorney (F - 21) as per prescribed formats enclosed in Section - VI (Sample Forms and Formats). A Consortium is required to submit Form of Undertaking by the Consortium Partners (F - 22) and Form of Power of Attorney (F - 23) as per prescribed formats enclosed in Section - VI (Sample Forms and Formats).
- 1.4.13 JV/ Consortium is also required to declare detailed scope of work to be executed by each partner of JV.
- 1.4.14 The Employer may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the package 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.

1.4.15 Employer/Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

10 MW (AC) Floating Solar PV Plant	<u>Tender No.</u> SECI/C&P/PMC/11/05/2024-25	<u>ANNEXURE TO</u> <u>BDS</u> <u>Page 11 of 11</u>	<u>Signature of</u> <u>Bidder</u>
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