



SECTION - VI

SAMPLE FORMS & FORMATS

Preamble

This Section (Section - VI) of the Bidding Documents [named as Sample Forms and Procedures (FP)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the EMD, in the form included hereafter acceptable to the Employer, pursuant to the provisions in the instructions to Bidders.

The Performance Security (ies) and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment, according to one of the forms indicated herein acceptable to the Employer and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid/ Tender and the contract, the text of the Forms herein may need to be modified to some extent. The Employer reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/ Contractor shall be effected only if the same is approved by the Employer. The Employer's decision in this regard shall be final and binding.

LIST OF FORMS & FORMAT

Form No.	Description
F-0	COVERING LETTER
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT (EMD)"
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY"
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-13	BIDDER'S EXPERIENCE
F-16	FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR JOINT VENTURE AGREEMENT
F-17A	FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT
F-18	FORMAT FOR CONSORTIUM AGREEMENT
F-18A	FORMAT FOR POWER OF ATTORNEY FOR CONSORTIUM AGREEMENT
F-19	E-BANKING FORMAT
F-20	PROFORMA OF "BANK GUARANTEE" FOR "ADVANCE PAYMENT"
F-21	INDEMNITY BOND
F-22	LIST OF BANKS
F-23	SHAREHOLDING CERTIFICATE
F-24	POWER OF ATTORNEY FOR BIDDING COMPANY
F-25	FORMAT FOR CERTIFICATE OF RELATIONSHIP OF PARENT COMPANY OR AFFILIATE WITH THE BIDDING COMPANY- <u>NOT APPLICABLE TO THIS TENDER</u>
F-26	UNDERTAKING FROM THE FINANCIALLY EVALUATED ENTITY OR ITS PARENT COMPANY/ ULTIMATE PARENT COMPANY - <u>NOT APPLICABLE TO THIS TENDER</u>

Form F-0

COVERING LETTER

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

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "ender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of
8 MWp (DC) Solar GCRTPV Project including 05 Years of Plant O&M at Banaras Hindu University (BHU),
Varanasi (U.P.)"

Dear Sir / Madam,

1. We, the undersigned.... [insert name of the 'Bidder'] having read, examined and understood in detail the tender Document for "ender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 8 MWp (DC) Solar GCRTPV Project including 05 Years of Plant O&M at Banaras Hindu University (BHU), Varanasi (U.P.)" hereby submit our Bid comprising of Techno Commercial Bid and Price Bid. We confirm that neither we nor any of our Parent Company/ Affiliat / Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid tender.
2. We give our unconditional acceptance to the tender, dated..... and tender documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. As a token of our acceptance to the tender documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such tender documents as per the provisions of the tender and provisions of such tender documents shall be binding on us.
3. Bid Capacity

We have bid for the capacity ofMWp.

4. Bid Processing Fees

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

5. Earnest Money Deposit

We have enclosed an Earnest Money Deposit of INR..... (*Insert Amount*), in the form of bank guarantee no..... (*Insert reference of the bank guarantee*) dated..... (*Insert date of bank guarantee*) as per Format F-4 from (*Insert name of Bank providing BG*) and valid up to and including in terms of Clause of this tender. The offered quantum of power by us is _____ MWp. (*Insert total capacity offered*).

6. We have submitted our Price Bid strictly as per this tender, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).

7. In case we are a Successful Bidder, we shall furnish a declaration at the time of commissioning of the Project to the effect that neither we have availed nor we shall avail in future any Incentive other than received from SECI for implementation of the project.

8. Acceptance

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

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

9. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the tender documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in tender have been fully examined and considered while submitting the Bid.

10. Contact Person

Details of the contact person are furnished as under:

Name :
Designation :
Company :
Address :

Phone Nos. :

Fax Nos. :

E-mail address :

11. We are enclosing herewith the Envelope-I (Covering Letter, Processing Fees, EMD etc through Offline and Online, Techno-Commercial documents through online as per clause no. 11.1 of Section - II, ITB) and Envelope II (Price Bids) (through online) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the tender for your consideration as per clause no. 11.0 of Section - II, ITB.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the tender and subsequent communications from Solar Energy Corporation of India Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the tender and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period as specified in BDS from the date of opening of "Techno-Commercial/ Un-priced Bid". We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration. Copy of Notarized copy of Power of Attorney/ Board Resolution/ Declaration should be enclosed along with Covering Letter.

Form F-1

BIDDER'S GENERAL INFORMATION

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

Sr. No.	Description	Remarks
1	Name of the Bidder (Incase of JV/ Consortium, name of all the members to be indicated and lead member to be identified)	
2	Status of the Firm	
3	Mailing Address of Registered Office	
4	Mailing Address of Operation Office	
5	E-mail	
6	Web site	
7	Authorized Contact Person(s) with Name, Designation, Address and Mobile Phone No., E-mail address / Fax No. to whom all references shall be made	
8	Year of Incorporation	
9	Number of Years in Operation	
10	ISO Certification Yes/No	
11	Name of the Banker	
12	Branch Details of Bank	
13	Type of Account with Account Number	
14	IFSC Code	
15	Permanent Account Number (PAN) of the Bidder	(Copy of PAN Card to be enclosed)
16	Whether the Vendor is registered/ Likely to be registered under GST	Yes or No : If Yes, then customer will be treated as registered customer & he will have to provide further details as stated on the below left hand side

17	GST ID (Proof to be submitted – GST No acknowledgement OR Email from Gol)	
18	GSTN Address	

Sr. No.	Description	Remarks
19	PF Registration Number with Details	(Copy of Registration to be enclosed)
20	ESI Registration Number with Details	(Copy of Registration to be enclosed)
21	Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work	Yes/No (If answer is YES, please provide details)
22	Reference of any document information attached by the Bidder other than specified in the tender.	
23	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
24	Bidding company is listed in India	Yes/No
25	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below)	
26	Whether company is MSME as on the bidding date	Yes/No

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting rights

(Signature of Authorized Signatory)

With Stamp

8 MWp Solar GCRTPV Project	Tender No <u>SECI/C&P/BHU/VAR/062017/08</u>	<u>SAMPLE FORMS</u> Page 8 of 48	<u>Signature of Bidder</u>
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Form F-2

BID FORM

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

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for “ender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 8 MWp (DC) Solar GCRTPV Project including 05 Years of Plant O&M at Banaras Hindu University (BHU), Varanasi (U.P.)”

Dear Sir / Madam,

After examining/ reviewing the tender Documents for the tender of “ender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 8 MWp (DC) Solar GCRTPV Project including 05 Years of Plant O&M at Banaras Hindu University (BHU), Varanasi (U.P.)” including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said tender Documents, including ammendments.

We confirm that this bid is valid for a period as specified in BDS from the date of opening of "Techno-Commercial/ Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract performance Security/ equal to 10% of the Contract Price" or as mentioned in tender document for the due performance within "thirty [30] days" of such Award.

**8 MWp Solar GCRTPV
Project**

**Tender No
SECI/C&P/BHU/VAR/062017/08**

**SAMPLE
FORMS
Page 9 of 48**

Signature of Bidder

Until a final Contract Agreement is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding agreement between us.

We understand that bidding document is not exhaustive and any action and activity not mentioned in bidding documents but may be inferred to be included to meet the intend of the bidding documents shall be deemed to be mentioned in bidding documents unless otherwise specifically excluded and we confirm to perform for fulfillment of agreement and completeness of the work in all respects within the time frame and agreed price.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

Form F-4

**PROFORMA OF BANK GUARANTEE FOR EARNEST
MONEY DEPOSIT (EMD)**

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

Bank Guarantee No.:

Date:

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

WHEREAS M/s. (Insert name of bidder) having its Registered/ Head Office at (Insert address of the bidder) (Hereinafter called "the bidder") has submitted its bid for the performance of the **Contract for (insert name of the Package) under (insert Tender No)** (Hereinafter called "the bid")

KNOW ALL PERSONS by these present that WE (insert name & address of the issuing bank) having its Registered/ Head Office at (insert address of registered office of the bank) (hereinafter called "the Bank"), are bound unto Solar Energy Corporation of India Limited (SECI) (hereinafter called "the Employer") in the sum of (insert amount of Bid Security in figures & words) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws/varies its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/ or accept the withdrawals/ rectifications pursuant to the declaration/ confirmation made by him; or
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 30; or

- (4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/ High Commission in that Country, within ten days from the date of intimation of post - bid discussion; or
- (5) In the case of a successful Bidder, if the Bidder fails within the specified time limit
- (i) To sign the Contract Agreement, in accordance with ITB Clause 37,
or
(ii) To furnish the required Contract Performance Security, in accordance with ITB Clause 38.
- or
- (6) In any other case specifically provided for in Tender.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (insert date of validity as per Tender documents), and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Form F-6

NO DEVIATION CONFIRMATION
(To be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for “ender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 8 MWp (DC) Solar GCRTPV Project including 05 Years of Plant O&M at Banaras Hindu University (BHU), Varanasi (U.P.)”

Dear Sir / Madam,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Form F-7

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

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

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for “ender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 8 MWp (DC) Solar GCRTPV Project including 05 Years of Plant O&M at Banaras Hindu University (BHU), Varanasi (U.P.)”

Dear Sir / Madam,

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

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

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

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

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

**8 MWp Solar GCRTPV
Project**

**Tender No
SECI/C&P/BHU/VAR/062017/08**

**SAMPLE
FORMS
Page 15 of 48**

Signature of Bidder

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

Form F-9

PROFORMA OF BANK GUARANTEE FOR CONTRACT **PERFORMANCE SECURITY**

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

Bank Guarantee No.:
Date:

NOA/ Contract No.....

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

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Dear Sir / Madam,

We refer to the Contract ("the Contract")

signed on*(insert date of the Contract)* between you and M/s *(Name of Contractor)*
.....,

(or)

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

By this Bank Guarantee, we, the undersigned, *(insert name & address of the issuing bank)*,
a Bank (which expression shall include its successors, administrators, executors and assigns) organized
under the laws of and having its Registered/Head Office at *(insert address of registered office of the bank)* do hereby irrevocably guarantee payment to you up to
..... i.e., ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect
Liability Period i.e., upto and inclusive of *(dd/mm/yy)*.

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Owner declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

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

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

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

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

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

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

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

Notwithstanding anything contained herein:

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]
Signature _____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

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

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

Form F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/ information regarding the tender, bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry/ tender through e-mail/ fax to concerned executive of Employer issued the tender, by filling up the Format in its letter head)

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for “ender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 8 MWp (DC) Solar GCRTVPV Project including 05 Years of Plant O&M at Banaras Hindu University (BHU), Varanasi (U.P.)”

Dear Sir / Madam,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/ job and/ or the information regarding the subject tender.

- We intend to bid as requested for the subject item/ job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/ Stamp :

8 MWp Solar GCRTVPV Project	Tender No <u>SECI/C&P/BHU/VAR/062017/08</u>	SAMPLE FORMS Page 19 of 48	Signature of Bidder
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OR

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

Form F-13

BIDDER'S EXPERIENCE

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

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 8 MWp (DC) Solar GCRTPV Project including 05 Years of Plant O&M at Banaras Hindu University (BHU), Varanasi (U.P.)"

Dear Sir / Madam,

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Postal & address of Client	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

8 MWp Solar GCRTPV Project

**Tender No
SECI/C&P/BHU/VAR/062017/08**

**SAMPLE
FORMS
Page 21 of 48**

Signature of Bidder

Form F-16

FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE
FOR FINANCIAL CAPABILITY OF THE BIDDER
(To be submitted on the Letter Head of the Chartered Accountant)

Ref.No. _____

Date: _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for “Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 8 MWp (DC) Solar GCRTPV Project including 05 Years of Plant O&M at Banaras Hindu University (BHU), Varanasi (U.P.)”

Dear Sir / Madam,

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

And

Net worth (strike out whichever is not applicable) of INR.....Crore computed as per instructions provided in this tender based on unconsolidated audited annual accounts (refer Note-1 below) of the last Year immediately preceding the Bid Deadline/ last financial year.

* The Financially Evaluated Entity may be the Bidding Company itself.

** The column for “Relationship with Bidding Company” is to be filled in only in case financial capability of Parent Company and/ or Affiliate has been used for meeting Qualification Requirements.

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (AS per the companies Act 2013)	

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name:

Date:

Place:

Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name:

Date:

Place:

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

Form F-17

FORMAT FOR JOINT VENTURE AGREEMENT

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

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.....a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Tender No..... for (insert name of the package alongwith project name) of Solar Energy Corporation of India Limited, a Company incorporated under the Companies Act of 2013 having its registered office at D-3, 1st Floor, Wing-A, Religare Building, District Centre, Saket, New Delhi-110017 (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above-mentioned Specification for the design, manufacture, supply, erection, testing and commissioning including O & M of Equipment/ Materials stipulated in the Tender Documents under (insert name of the package alongwith project name)

AND WHEREAS Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS forming part of the Tender Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure to BDS, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Qualification Criteria in Annexure to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract Performance Security will be as per the format F-9 enclosed with the Tender Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No..... dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further

8 MWp Solar GCRTPV Project	Tender No <u>SECI/C&P/BHU/VAR/062017/08</u>	<u>SAMPLE FORMS</u> Page 24 of 48	<u>Signature of Bidder</u>
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declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (*to be suitably appended by the Parties alongwith this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Employer in the currency/ currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS, WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

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

Name

Designation

Signature

WITNESS :

I.

II.

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

(Signature of the authorized
representative)

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

Name

Designation

Signature

WITNESS :

I.

II.

For Party No.-2
For and on behalf of
M/s.....

(Signature of the authorized
representative)

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

Name

Designation

Signature

WITNESS :

I.

For Party No.-3
For and on behalf of M/s.
.....

(Signature of the authorized
representative)

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

Form F-17A

**FORMAT FOR POWER OF ATTORNEY FOR JOINT
VENTURE AGREEMENT**

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder
..... have formed a Joint Venture under the laws of
..... and having our Registered Office(s)/ Head Office(s) at
..... (hereinafter called the 'Joint Venture' which expression shall unless
repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting
through M/s being the Partner in-charge do hereby
constitute, nominate and appoint M/s..... a Company incorporated under the
laws of and having its Registered/ Head Office at
..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or
"Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of
the Joint Venture in regard to Tender No..... Package the bids for which
have been invited by Solar Energy Corporation of India Limited, D-3, 1st Floor, Wing-A, Religare Building,
District Centre, Saket, New Delhi-110017 (hereinafter called the 'Employer') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorised Representatives/ Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS, THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Joint Venture

.....

.....
.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....
Name
Designation
Occupation
2. Signature.....
Name
Designation
Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

Form F-18

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.....a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Tender No..... for (insert name of the package alongwith project name) of Solar Energy Corporation of India Limited, a Company incorporated under the Companies Act of 2013 having its registered office at D-3, 1st Floor, Wing-A, Religare Building, District Centre, Saket, New Delhi-110017 (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above-mentioned Specification for the design, manufacture, supply, erection, testing and commissioning including O & M of Equipment/ Materials stipulated in the Tender Documents under (insert name of the package alongwith project name)

AND WHEREAS Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS forming part of the Tender Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure to BDS, as applicable may bid, provided, the Consortium fulfills all other requirements under Qualification Criteria in Annexure to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Consortium, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract Performance Security will be as per the format F-9 enclosed with the Tender Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No..... dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Consortium Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further

8 MWp Solar GCRTPV Project	Tender No <u>SECI/C&P/BHU/VAR/062017/08</u>	<u>SAMPLE FORMS</u> Page 30 of 48	<u>Signature of Bidder</u>
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declare and confirm that we the parties to the Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:

2. In case of any breach or default of the said Contract by any of the parties to the Consortium, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (*to be suitably appended by the Parties alongwith this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Consortium for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Consortium, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Employer in the currency/ currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS, WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

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

Name

Designation

Signature

WITNESS :

I.

II.

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

(Signature of the authorized
representative)

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

Name

Designation

Signature

WITNESS :

I.

II.

For Party No.-2
For and on behalf of
M/s.....

(Signature of the authorized
representative)

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

Name

Designation

Signature

WITNESS :

I.

For Party No.-3
For and on behalf of M/s.
.....

(Signature of the authorized
representative)

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Consortium.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

Form F-18A

**FORMAT FOR POWER OF ATTORNEY OF CONSORTIUM
AGREEMENT**

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder
..... have formed a Consortium under the laws of
..... and having our Registered Office(s)/ Head Office(s) at
..... (hereinafter called the 'Consortium' which expression shall unless repugnant
to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s
..... being the Partner in-charge do hereby constitute,
nominate and appoint M/s..... a Company incorporated under the laws of
..... and having its Registered/ Head Office at
..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or
"Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of
the Consortium in regard to Tender No..... Package the bids for which have
been invited by Solar Energy Corporation of India Limited, D-3, 1st Floor, Wing-A, Religare Building, District
Centre, Saket, New Delhi-110017 (hereinafter called the 'Employer') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Consortium".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Consortium".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Consortium".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorized Representatives/ Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium as if done by itself.

IN WITNESS, THEREOF the Partners Constituting the Consortium as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Consortium

.....

.....
.....

The Common Seal of the above Partners of the Consortium:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....
Name
Designation
Occupation
2. Signature.....
Name
Designation
Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Consortium.
2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

Form F-19

e-BANKING FORMAT

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

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

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

(Signature of Vendor/ Customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

Form F-20

PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT

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

Bank Guarantee No.:
Date:

NOA/ Contract No.....

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

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Dear Sir / Madam,

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

(or)

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

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to
be paid to the Contractor an interest bearing Advance Payment against furnishing of an irrevocable bank
guarantee for an amount of *(Amount in figures and words)* which is equal
to 110% of the amount of Advance Payment.

By this letter, we, the undersigned, *(insert name & address of the issuing bank)*, a Bank
(which expression shall include its successors, administrators, executors and assigns) organized under the
laws of and having its Registered/ Head Office at *(insert address of
registered office of the bank)* do hereby irrevocably guarantee repayment of *(Amount of
the bank guarantee in figures and words)* upon the first demand of the Employer without cavil

or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment and the accrued interest on the Advance Payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Contractor up to sixty (60) days beyond the date on which the entire Advance Payment along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to sixty (60) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto sixty (60) days beyond the date of Completion of the Facilities by the Employer i.e. upto and inclusive of (dd/mm/yy).

Notwithstanding anything contained herein:

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

Form F-21

INDEMNITY BOND

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

NOA/ Contract No.....

..... [Name of Contract]

WHEREAS Solar Energy Corporation of India Ltd. (hereinafter referred to as "SECI") which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at D-3, 1st Floor, Wing-A, Religare Building, District Centre, Saket, New Delhi 110017 has entered into a contract with M/s* ____ (hereinafter referred to as the "Contractor") which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at * ____ and on the terms and conditions as set out, inter-alia in the [mention the NOA/ LOA/ Tender No.] and various documents forming part thereof, hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and/ or variations thereto.

SECI has also advised the Contractor to execute an Indemnity Bond in general in favour of SECI indemnifying SECI and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker/ Financial Institution/ Worker(s)/ Vendor(s)/ Subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of SECI for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified SECI and all its employees, Directors, including Independent Directors, from and against all/ any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against SECI under or in relation to this contract. The Contractor undertakes to Compensate and pay to SECI and/ or any of its employees, Directors including Independent Directors, forthwith on demand without any protest the amount claimed by SECI for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/ indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with SECI that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of SECI and/ or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which SECI and/ or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/ revoked by any change/ modification/ amendment/ assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/ structure of the Contractor's Firm/ Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/ all claims for payment of SECI are settled by the Contractor and/ or SECI discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

8 MWp Solar GC RTPV Project	Tender No <u>SECI/C&P/BHU/VAR/062017/08</u>	<u>SAMPLE FORMS</u> Page 40 of 48	<u>Signature of Bidder</u>
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Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Contractor.

Name:

Date:

Place:

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Form F-22

LIST OF BANKS

(For Reference Purpose)

SBI AND ASSOCIATES	OTHER PUBLIC SECTOR BANKS
1. State Bank of India	1. IDBI Bank Limited
2. State Bank of Indore	FOREIGN BANKS
	1. Bank of America NA
	2. Bank of Tokyo Mitsubishi UFJ Ltd.
	3. BNP Paribas
	4. Calyon Bank
	5. Citi Bank N.A.
NATIONALISED BANKS	6. Deutsche Bank A.G
1. Allahabad Bank	7. The HongKong and Shanghai Banking Corp. (HSBC) Ltd.
2. Andhra Bank	8. Standard Chartered Bank
3. Bank of India	9. Societe Generale
4. Bank of Maharashtra	10. Barclays Bank
5. Canara Bank	11. Royal Bank of Scotland (RBS)
6. Central Bank of India	12. Bank of Nova Scotia
7. Corporation Bank	13. Development Bank of Singapore (DBS)
8. Dena Bank	14. Credit Agricole Corporate and Investment Bank
9. Indian Bank	SCHEDULED PRIVATE BANKS
10. Indian Overseas Bank	1. Federal Bank Limited
11. Oriental Bank of Commerce	2. Kotak Mahindra Bank Limited
12. Punjab National Bank	3. Axis Bank Limited
13. Punjab & Sind Bank	4. ICICI Bank Limited
14. Syndicate Bank	5. HDFC Bank Limited
15. Union Bank of India	6. Yes Bank Limited
16. United Bank of India	7. IDFC Bank Limited
17. UCO Bank	8. IndusInd Bank
18. Vijaya Bank	9. Karur Vysya Bank
19. Bank of Baroda	10. South Indian Bank
	11. RBL

Form F-23

SHAREHOLDING CERTIFICATE

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

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

Yours faithfully

(Signature and Stamp of Authorized Signatory of Bidder)

Name:

Date:

Place:

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

Form F-24

POWER OF ATTORNEY FOR BIDDING COMPANY

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

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for (insert details of Tender) in response to the Tender No dated issued by Solar Energy Corporation of India Limited (SECI), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information/ responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned Tender.

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

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

Signed by the within named

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

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

**Dated this day of
Accepted**

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

Attested

.....

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

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

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

WITNESS

1.
(Signature)

Name.....

Designation

2.
(Signature)

Name.....

Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

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

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

Form F-25

NOT APPLICABLE TO THIS TENDER

**FORMAT FOR CERTIFICATE OF RELATIONSHIP OF
PARENT COMPANY OR AFFILIATE WITH THE BIDDING
COMPANY**

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

Ref.No. _____

Date: _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for “Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 8 MWp (DC) Solar GCRTPV Project including 05 Years of Plant O&M at Banaras Hindu University (BHU), Varanasi (U.P.)”

Dear Sir / Madam,

We hereby certify that M/s....., M/s....., M/s..... are the Affiliate(s)/ Parent Company of the Bidding Company as per the definition of Affiliate/ Parent Company as provided in this Tender and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Affiliate/ Parent Company/ Bidding Company or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

Name of Bidding Company	Name of the Affiliate of the Bidding Company/ Name of the Parent Company of the Bidding Company	Name of the Company having common control on the Affiliate and the Bidding Company	Percentage of Equity Holding of Parent Company in the Bidding Company

*Strike out whichever is not applicable.

(Name, Signature and Stamp of Company Secretary/ Director/ Statutory Auditor

8 MWp Solar GCRTPV Project	Tender No <u>SECI/C&P/BHU/VAR/062017/08</u>	<u>SAMPLE FORMS</u> Page 46 of 48	<u>Signature of Bidder</u>
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Form F-26

NOT APPLICABLE TO THIS TENDER

**UNDERTAKING FROM FINANCIALLY EVALUATED
ENTITY OR ITS PARENT COMPANY/ ULTIMATE PARENT
COMPANY**

**(To be submitted on the Letter Head of the Financially Evaluated Entity or its Parent Company/
Ultimate Parent Company)**

Ref.No. _____

Date: _____

Name:
Full Address:
Telephone No.:
E-mail address:
Fax/No.:

To,
Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Dear Sir,

We refer to the Tender No..... dated..... for
“.....”.

“We have carefully read and examined in detail the tender, including in particular, regarding submission of an undertaking, as per the prescribed Format at Annexure F-26 of the tender.

We confirm that M/s..... (Insert name of Bidding Company) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in Clause 1.3, Annexure to BDS of the tender including any amendment thereof referred to above.

We have also noted the amount of the Contract Performance Security required to be submitted as per Clause 38, Section-II, ITB of the tender including any amendment thereof the (Insert the name of the Bidding Company) in the event of it being selected as the Successful Bidder”.

In view of the above, we hereby undertake to you and confirm that in the event of failure of (Insert name of the Bidding Company) to submit the Contract Performance Security in full or in part at any stage, as specified in the tender, we shall submit the Performance Guarantee not submitted by (Insert name of the Bidding Company)”.

We have attached hereto certified true copy of the Board Resolution Whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the tender.

**8 MWp Solar GCRTPV
Project**

**Tender No
SECI/C&P/BHU/VAR/062017/08**

**SAMPLE
FORMS
Page 47 of 48**

Signature of Bidder

Signature of Authorised Signatory

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

WITNESS

1.
(Signature)

Name.....

Designation
2.
(Signature)

Name.....

Designation