



# 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.tcil-india-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. If there is a conflict between the provisions of Section – II, Section – III and Section - V, the provisions of Section - V shall prevail.

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/ Contracts signed between the Employer/ Owner and the Contractor for the respective package(s). 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 Section - II, Section - III and the Section - V of the Tender Documents, the laws of the Union of India shall be the governing laws and courts of New Delhi shall have exclusive jurisdiction.

**[A] - GENERAL**

**1 SCOPE OF BID**

- 1.1 The Employer/ Owner, wishes to receive Bids as described in the Bidding documents/ Tender documents issued by Employer/ Owner.
- 1.2 SCOPE OF BID : The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the entire scope of work within the period stated in Section - V, Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bidding Documents/ Tender Documents, Bid/ Tender/ Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

**2 ELIGIBLE BIDDERS**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause no. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder shall not be debarred by Employer/ Owner/ Ministry of New & Renewable Energy (MNRE) for future bidding due to "poor performance" or "corrupt and fraudulent practices" or any other reason in the past. Further, neither bidder nor their allied agency(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) should be on the banning list of Employer/ Owner or the Ministry of New & Renewable Energy (MNRE).

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

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

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

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

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

It shall be the sole responsibility of the bidder to inform Employer/ Owner in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission

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of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

2.4 Bidder shall not be affiliated with an entity:

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

2.5 Neither the entity [appointed as the Project Management Consultant (PMC) 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 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 - A to BDS) shall be complied upon.

### **4 NUMBER OF BIDS PER BIDDER**

4.1 Unless specified otherwise, 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.

However multiple bids from a single bidder can be considered depending upon project specific requirement as mentioned in BDS.

### **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 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The 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 MSME Vendors registered under NSIC/ Udyog Aadhaar Category only. In order to avail the exemption in Tender Processing Fee in case of consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category.**

**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.

**5.5** In the event of a particular tender being cancelled, 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.

## **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 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 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/ Owner 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) days prior to 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



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the source of the query will be uploaded on ETS Portal of TCIL <https://www.tcil-india-electronictender.com> and/ or Employer's website [www.seci.co.in](http://www.seci.co.in).

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

## 9 **AMENDMENT OF TENDER DOCUMENTS**

- 9.1 At any time prior to the 'Bid Due Date', Employer/ Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Tender Documents and shall be hosted on ETS Portal of TCIL <https://www.tcil-india-electronictender.com> and/ or Employer's website [www.seci.co.in](http://www.seci.co.in). Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

## **[C] - PREPARATION OF BIDS**

### 10 **LANGUAGE OF BID:**

The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and Employer/ Owner 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. Hard Copy

Hard copy of the bid shall comprise of following documents/ programmed file-Attachments 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: Shri Sandeep Kumar**

- Original Non-Refundable Tender Processing Fee as per clause no. 05 of ITB
- Original Non-Refundable Cost of Tender Document, if applicable
- 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Form F-0'
- EMD in original as per Clause 16 of ITB as per 'Form F-4' or as prescribed.
- In case of Bid from Joint Venture, the Joint Venture Agreement (as per 'Form F-17') and Power of Attorney for Joint Venture Agreement (as per 'Form F-17A') (both in Original)
- In case of Bid from Consortium, the Consortium Agreement (as per 'Form F-18') and Power of Attorney for Consortium Agreement (as per 'Form F-18A') (both in Original)
- Indemnity Bond (as per 'Form F-21')
- Shareholding Certificate (as per 'Form F-23')
- Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-24')
- Copy of Board Resolution
- The Pass-Phrase 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)
- Any Additional document as specified in Bidding Data Sheet (BDS).

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

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

## II. Soft Copy

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

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(a) As part of First Envelope

- I. The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the TCIL portal, shall be duly filled.
- II. Programmed file - Attachments (as detailed against clause no. 11.I) and Bid Form for first envelope.
- III. Certificate of Incorporation
- IV. 'Bidder's General Information', as per 'Form F-1'.
- V. 'Bid Form', as per 'Form F-2'
- VI. 'No Deviation Confirmation', as per 'Form F-6'
- VII. 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-7'
- VIII. **NOT APPLICABLE FOR THIS TENDER**
- IX. 'Bidders Experience as per 'Form F-13'
- X. E-Banking Format (as per 'Form F-19')
- XI. Certificate of Relationship (as per 'Form F-25') : **NOT APPLICABLE TO THIS TENDER**
- XII. Undertaking from The Financially Evaluated Entity (as per 'Form F-26') : **NOT APPLICABLE TO THIS TENDER**
- XIII. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- XIV. Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-16
- XV. Document showing Financial Situation Information as sought in enclosed Format F-16
- XVI. Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory).

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- XVII. Sealed and signed/ digitally signed, Blank copies **(WITHOUT PRICES)** of SOR-1, SOR-2, & SOR-3 mentioning **“QUOTED”** for all the items of Respective SORs.

**Bidder should explicitly note that no prices are to be mentioned in any of the SOR here & only needs to write “QUOTED”.**

- XVIII. Any Additional document as specified in Bidding Data Sheet (BDS).

(b) As part of Second Envelope

- I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the TCIL portal, shall be duly filled. “Termed as **ELECTRONIC FORM**”
- II. Main Price Bid comprising of SOR-1, SOR-2 & SOR-3 of the Price Schedule (available in Section - VIII, SOR), duly completed, sealed and signed/ digitally signed shall be uploaded. “Termed as **MAIN BID**”.

SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and NPV of O&M) of the Tender. SOR -2 comprises of the yearly Breakup of the NPV of O&M price for 05 years period. SOR-3 comprises of the total list of mandatory spares.

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

- 12.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works as described in Tender Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer/ Owner. The prices quoted by the Bidders should indicate 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 and any variation in item description, unit or quantity is noticed, 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 SOR-1 & SOR-2.
- 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 equivalent to the amount mentioned under taxes and duties column of the SOR/ PS.

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 all the Components of Goods & Service Tax (GST) (applicable for both Central and State) in the SOR formats viz SOR-1 & SOR-2. 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) components as mentioned in the SOR/ PS as on the date of techno-commercial bid opening 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, SECI shall ensure that the Contractor has complied with all the required statutory requirements under GST. SECI 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 CENVAT benefit of the taxes due to 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,

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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 CBIC (Central Board of Indirect Taxes) 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 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 rate as applicable on the date of submission of Bid and on 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-cenvatable 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.
- b) The base date for the purpose of applying statutory variation shall be the date of techno-commercial bid opening.

13.5 **NOT APPLICABLE to THIS TENDER**

13.6 **Where the Employer/ Owner is entitled to avail/ take the CENVAT credit of GST:**

13.6.1 Owner/ Employer will reimburse the GST to the Contractor at actuals against submission of cenvatable invoices issued in accordance with GST rules to enable Owner/ Employer to claim cenvat credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.

13.6.2 **NOT APPLICABLE TO THIS TENDER**

13.7 **Where the Employer/ Owner is not entitled to avail/ take the CENVAT credit of GST:**

13.7.1 Owner/ Employer 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



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the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

13.8 **NOT APPLICABLE TO THIS TENDER**

- 13.9 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in NOA/ LOI/ LOA/ CA to enable Employer/ Owner to avail CENVAT credit, If applicable.

If CENVAT credit with respect to GST tax is not available to Employer/ Owner for any reason which is not attributable to Employer/ Owner, then Employer/ Owner shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) or shall be entitled to deduct/ setoff/ recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer/ Owner to Contractor.

14 **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees (INR) only.

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'. 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' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

**Note:** Incase 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 Bids must be accompanied with '**Earnest Money Deposit (EMD)**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favour of **Solar Energy Corporation of India limited, New Delhi payable at New Delhi**] or '**Bank Guarantee**' as per the format given in **Form F - 4 of the bidding documents**. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made

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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.

- 16.2 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-16.7".
- 16.3 Employer/ Owner shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks enclosed at Form F-22, Section-VI



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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 100 Crores (Indian Rupees One Hundred Crores Only).

- 16.4 Bid not accompanied with required amount of EMD or required validity or not in requisite format shall be liable for rejection.
- 16.5.1 'Earnest Money Deposit' of unsuccessful Bidders disqualified at the stage of Techno-Commercial evaluation will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' after intimation of their disqualification.
- 16.5.2 'Earnest Money Deposit' of unsuccessful Bidders excluding L-2 bidder will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' after issuance of NOA/ LOI/ LOA to successful bidder.
- 16.5.3 'Earnest Money Deposit' of L-2 bidder will be discharged against the acceptance and signing of Contract Agreement with successful bidder. This process shall be completed not later than '30 [thirty] days' after issuance of NOA/ LOI/ LOA to successful bidder.
- 16.6 The successful bidder's 'Earnest Money Deposit' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Performance Security' pursuant to clause nos. 37 & 38 of ITB.
- 16.7 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) If the Bidder modifies bids during the period of bid validity (after submission date).
  - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - (i) acknowledge receipt the NOA/ LOI/ LOA within 15 (Fifteen) days from issuance of same.
    - (ii) to furnish "Performance Security in accordance with "ITB : Clause-38"
    - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 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-4'.
- 16.9 **MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ Udyog Aadhar Only are exempted from submission of EMD. In order to avail the exemption in EMD in**

**case of Consortium/ JV, all the members of the Consortium/ JV should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category.**

**Note:** Incase 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 should be calculated and sufficed. The validity of the submitted EMD 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 TCIL 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/ Owner 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 FORMAT AND SIGNING OF BID**

- 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). 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 without recourse to extrinsic evidence. 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

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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**

Employer/ Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give

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the details of his bank account as per the bank mandate form enclosed at Format F-19 in  
Section-VI, Sample Forms and Formats of the Tender documents.

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

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

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

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Tender Document No.	SECI/C&P/BHU/VAR/062017/08
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) D - 3, 1 <sup>st</sup> Floor, Wing - A, Religare Building District Center, Saket New Delhi - 110 017

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 DEADLINE 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 hard copies 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).

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

## **23 LATE BIDS**

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

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

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

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

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 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 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 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.

### 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 and returned unopened after opening of the price bids of techno-commercially responsive bidders.

## 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



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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 Bidder's Bid and action shall be initiated as per procedure in this regard.

## 29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money Deposit' and 'Tender Processing Fees', if applicable
- (d) Is substantially responsive to the requirements of the Tender Documents; and
- (e) 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 tenderer'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.



### 30 **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, 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 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, and the EMD shall be forfeited.

### 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 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

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the information supplied by the bidders, pursuant to ITB Clause 11, and other requirements in the Bidding Documents, taking into account the following factors:

- overall completeness and compliance with the Technical Specifications and Drawings to the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- achievement of specified performance criteria by the facilities
- compliance with the time schedule

The plant and equipment covered by this bidding shall have the 'Taking Over' by the Employer/ Owner after successful Completion. No credit will be given to earlier completion. Bids offering completion beyond the specified period are liable to be rejected.

- type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services
- any other relevant technical factors that the Employer/ Owner deems necessary or prudent to take into consideration.
- any deviations to the commercial and contractual provisions stipulated in the Tender Documents.
- 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 determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 32.1. A negative determination of the bids pursuant to ITB Clause 32.1 the Second Envelope submitted by such bidders shall be sent to archive unopened and the EMD 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

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contract as provided in ITB Clause 35. Further award may also be placed on more than one bidder as per provisions of Tender.

Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances except bids received by Employer within due date and time of bid submission deadline.

### **32.3 Evaluation of Financial Part (Second Envelope)**

32.3.1 The Employer will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly 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 Bidding Documents.

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

a. The Evaluated Bid Value (EBV) shall be calculated using the following method:

- i. EPC/ LSTK Contract Value i.e., Total sum of the price comprising of Ex-Works Supply of all equipment's and materials including mandatory spares and any other supplies specified in the Contract Documents, providing all services i.e. Freight & Insurance including loading, unloading, storage, handling at site, Civil works, Erection, Installation, Testing and Commissioning, performance testing in respect of all the equipment's supplied and any other services specified in the Contract Documents including Goods & Service Tax as per the Technical Scope of Work.
- ii. Net Present Value (NPV) of O&M Contract Price including GST for the entire period in years to be calculated at a discounting rate as mentioned in the Section - VIII, Schedule of Rates (SOR) of the Tender documents..

The exact format for sharing the base price and all Goods & Service Tax Components is attached in SOR 1& SOR 2.

SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and NPV of O&M) of the Tender. SOR -2 comprises of the yearly Breakup of the NPV of O&M price for 05 years period. SOR-3 comprises of the total list of mandatory spares.

Bidder to mention the NPV of O&M amount for total 05 years in CELL NO I 22 OF SOR-1 which should match with the NPV of O&M amount for total 05 years in CELL NO J 18 of SOR 2. Bidder to mention the total price of Mandatory Spares in CELL NO E 12 of SOR-1 which should match with the Total price of Mandatory Spares in CELL NO F 53 of SOR 3. In case, any Bidder has not quoted for any of the Mandatory

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Spares as listed under SOR-3, then if such bidder is qualified, the reference price for the unquoted items will be considered from the maximum price quoted by the other qualified bidders for that item in their price bids & same shall be loaded in the price bid of such bidder at the time of evaluation

- b. **Evaluated Bid Value (EBV)** = (1) EPC/ LSTK Price as quoted by the bidder + (2) O & M Contract Price for the entire period in years on NPV basis.

Detailed Taxation Break up for this purpose is also given in the SOR-1 & SOR-2 of the SOR for the EBV calculation purpose.

**Discounting Rate for NPV calculation considered is 9.08%**

### 32.4 Evaluation of Price Bid

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

- Total Evaluated Bid Values (TEBV) for all the Bidders shall be compared to determine the lowest Total Evaluated Bid Value (TEBV) as given under SOR- 1 Format of Schedule of Rates & the lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA).
- The mentioned Total Evaluated Bid Value will be considered up to 2 decimal places only.
- Bidder with Total lowest EBV shall be L-1, Bidder with Second lowest EBV shall be L-2 & so on.
- The Total Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. However, the award shall be placed excluding of GST as against the taxation bifurcation submitted by the successful bidder in the SOR format.
- SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and NPV of O&M) of the Tender. SOR -2 comprises of the yearly Breakup of the NPV of O&M price for 05 years period. SOR-3 comprises of the total list of mandatory spares.
- Bidder to mention the NPV of O&M amount for total 05 years in CELL NO I 22 of SOR-1 which should match with the NPV of O&M amount for total 05 years in CELL NO J 18 of SOR 2.
- Bidder to mention the total price of Mandatory Spares in CELL NO E 12 of SOR-1 which should match with the Total price of Mandatory Spares in CELL NO F 53 of SOR 3. In case, any Bidder has not quoted for any of the Mandatory Spares as listed under SOR-3, then if such bidder is qualified, the reference price for the unquoted items will be considered from the maximum price quoted by the other qualified bidders for that item in their price bids & same shall be loaded in the price bid of such bidder at the time of evaluation
- In case of any variation in the total price of Mandatory Spares, the total price of Mandatory spares as mentioned under CELL NO F 53 of SOR 3 will be considered for the evaluation purpose.
- In case of any variation of the total NPV of O&M price, the NPV of O&M amount for total 05 years mentioned at CELL NO J 18 of SOR 2 will be considered for evaluation purpose.

**32.4.2 Procedure for e- Reverse Auction (e-RA): NOT APPLICABLE TO THIS TENDER**

**33 COMPENSATION FOR EXTENDED STAY**

NOT APPLICABLE

**34 PURCHASE PREFERENCE**

NOT APPLICABLE

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

**35 AWARD**

Subject to "ITB: Clause-29", Employer/ Owner will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidders, is determined to be qualified to satisfactorily perform the Contract.

**36 NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF ALLOCATION**

36.1 Prior to the expiry of 'Period of Bid Validity', Employer/ Owner will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" through e-mail/ courier/ registered post, that his Bid has been accepted. The notification of award will constitute the formation of the Contract.

36.2 Contract Period shall commence from the date of "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" or as mentioned in the Notification of Award/ Letter of Intent/ Letter of Allocation. The "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

36.3 The of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acknowledgement within 15 (Fifteen) days from the date of its issuance.

36.4 In case the successful bidder fails to acknowledge the acceptance of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" as mentioned above vide clause no. 36.3, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed

36.5 In case of Non-response/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 by annulling the entire Tendering process & further can successfully execute the Tender by allocating the subject work to the Techno commercially successful L2, L3 discovered bidders thereby forfeiting the EMD of the nominated successful bidder

**37 SIGNING OF CONTRACT AGREEMENT**

37.1 The successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' 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) only, within

'30 [Thirty] days' of issuance of the "Notification of Award [NOA]"/ "Letter of Intent [LOI]/ "Letter of Allocation [LOA]".

- 37.2 In case the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 37.1, 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 may constitute sufficient grounds for the forfeiture of EMD.
- 37.3 In case of Non-response/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 by annulling the entire Tendering process & further can successfully execute the Tender by allocating the subject work to the Techno commercially successful L2, L3 discovered bidders thereby forfeiting the EMD of the nominated successful bidder



### **CONTRACT PERFORMANCE SECURITY**

- 38.1 Against EPC/ LSTK Contract & Comprehensive Annual maintenance contract (CAMC) of the project, within 30 (Thirty) days from the issuance of the Notification of Award/ Letter of Intent/ Letter of Allocation from Employer/ Owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security in accordance with Special Conditions of the Contract. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the owner as **"Banaras Hindu University, Varanasi"**. The Contract Performance Security shall be for an amount equal to specified in Special Conditions of Contract (SCC) towards faithful performance of the contractual obligations, performance of equipment and shall cover entire Contract. The validity of Contract Performance Security shall be in conjunction with the provisions mentioned under Section - V, Special Conditions of Contract (SCC).
- 38.2 Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Form F-22, Section - VI, Sample Forms and Formats of Tender documents or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This Bank Guarantee shall be valid for a period in conjunction with the provisions mentioned under Section - V, Special Conditions of Contract (SCC).
- The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of **"Banaras Hindu University, Varanasi, payable at Varanasi"**.
- 38.3 In case of default or failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 38.4 ***In case of default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the Contract Performance Security.***
- 38.5 The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Contract Performance Security on proportionate basis of

the percentage as defined in the Special Conditions of Contract (SCC) for the additional amount in excess to the original contract value.

- 38.6 Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Employer/ Owner at its sole discretion may cancel the Contract Agreement/ NOA/ LOI/ LOA & forfeit 100% of EMD, in case Contract Performance Security is not submitted within 60 (Sixty) days from issuance of NOA/ LOI/ LOA. However, total project completion period shall remain same. Part Security shall not be accepted.
- 38.7 If the Contractor/ Sub-Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the Employer or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the certificate of the Engineer-in-Charge shall be final).
- 38.8 All compensation or other sums of money payable by the Contractor to the Employer/ Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Contractor by the Employer/ Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Employer for sum deposited as Contract Performance Security.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I along with this ITB document.
- 39.2 Annexure-I deliberates in detail the all consequences pertaining to clause no. 39.
- 39.3 **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/



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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.

**40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)**

- 40.1 As per the Public Procurement Policy for Micro and Small Enterprise (MSEs) order 2012, issued vide Gazette Notification number 503, dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprise of Govt. of India, and specific to this tender, MSEs must be registered

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with any of the following agencies/ bodies shall be exempted from Tender Processing Fees and EMD submission upon production of valid registration certificate.

- (i) District Industries Centre (DIC)
- (ii) National Small Industries Corporation (NSIC)
- (iii) Udyog Aadhaar Memorandum

MSEs participating in the tender must submit the certificate of registration with any one of the above agencies. The registration certificate issued from any of the above agencies must be valid as on close date of the tender.

The MSEs, who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/ preference.

**40.2 In case of JV/ Consortium, in order to avail the exemption to Tender Processing Fees and Earnest Money Deposit (EMD), all the members of JV/ Consortium should be registered under any of the Categories mentioned under clause 40.1 above.**

**40.3** In case the bidder is falling under above category, the bidder shall submit the documentary evidence satisfying the same.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the tender.

**41 AHR ITEMS**

**NOT APPLICABLE**

**42 RISK OF REJECTION**

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

**43 INCOME TAX & CORPORATE TAX**

**43.1** 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.

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

**43.3** Work Contract Tax/ VAT as may be applicable shall be deducted as per law of Government of India in vogue.

**43.4 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.

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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

**44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**45 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)**

- 45.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/ disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules. The Engineer In charge in this case will be EWSS BHU.
- 45.2 Any dispute(s)/ difference(s)/ issue(s) of any kind whatsoever between/ amongst the Parties arising under/ out of/ in connection with this contract shall be settled in accordance with the laid down rules.
- 45.3 In case of any dispute(s)/ difference(s)/ issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s)/ issue(s) between/ amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to enable the other Party(ies) to be fully informed as to the nature of the dispute(s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party(ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the

invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.

- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

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**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 “Appellate Authority” shall mean Committee consisting of Authorized Representatives of Employer/ Owner.

A.7 “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.8 “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.9 “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 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) 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.

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, the

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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 banning order and shall be for a period as may be decided by the Employer/ Owner based on specific case basis. However, minimum banning shall be for 06 (Six) months from the date 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 put on Banning, such agency should 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 should 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 put on the Banning List during tendering and no 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 submitted by the agency shall be returned to the agency.
  - C.3.3 after opening of price, EMD made by the agency shall be returned; the offer 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 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 submitted by the agency shall be returned to the agency.
  - D.3.2.3 after opening of price, EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 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.

**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 TCIL (<https://www.tcil-india-electronictender.com>) a Government of India Undertaking (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 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) to access TCIL'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/**

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Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, SECI has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. 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.

#### 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 Digital Signing Certificate (DSC)-Class II and above.
- 4.1.2 Register on Electronic Tendering System® (ETS)
- 4.1.3 Create Marketing Authorities (MAs), Users and assign roles on ETS
- 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
- 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 II or above, 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.tcil-india-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

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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 TCIL/ 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 TCIL (<https://www.tcil-india-electronictender.com>). If the official copy of the documents is not downloaded from ETS Portal of TCIL 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 as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11- 26202699 (Multiple Telephone lines) / 26241790 (Monday to Friday from 10 AM to 6 PM except Government Holidays) Emergency Mobile Numbers: +91-9868393792, 9868393775, 9868393717
Email-ID	<a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a>

**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:

**5.1 Hard Copy**

Hard copy of the bid shall comprise of following documents/ programmed file-Attachments 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: Shri Sandeep Kumar**

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- (a) Original Non-Refundable Tender Processing Fee as per clause no. 05 of ITB
- (b) Original Non-Refundable Cost of Tender Document, if applicable
- (c) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Form F-0'
- (d) EMD in original as per Clause 16 of ITB as per 'Form F-4'
- (e) In case of Bid from Joint Venture, the Joint Venture Agreement (as per 'Form F-17') and Power of Attorney for Joint Venture Agreement (as per 'Form F-17A') (both in Original)
- (f) In case of Bid from Consortium, the Consortium Agreement (as per 'Form F-18') and Power of Attorney for Consortium Agreement (as per 'Form F-18A') (both in Original)
- (g) Indemnity Bond (as per 'Form F-21')
- (h) Shareholding Certificate (as per 'Form F-23')
- (i) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-24')
- (j) Copy of Board Resolution
- (k) The Pass-Phrase 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)
- (l) Any Additional document as specified in Bidding Data Sheet (BDS).

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

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

## 5.2 Soft Copy

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

### **(A) As part of First Envelope**

- (a) The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the TCIL portal, shall be duly filled.
- (b) Programmed file - Attachments (as detailed against clause no. 11.I) and Bid Form for first envelope.
- (c) Certificate of Incorporation
- (d) 'Bidder's General Information', as per 'Form F-1'.
- (e) 'Bid Form', as per 'Form F-2'
- (f) 'No Deviation Confirmation', as per 'Form F-6'

- (g) 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-7'
- (h) 'Acknowledgement cum Consent Letter' in case of Limited/ Single Tender, as per 'Form F-11'
- (i) E-Banking Format (as per 'Form F-19')
- (j) Certificate of Relationship (as per 'Form F-25')
- (k) Undertaking from The Financially Evaluated Entity (as per 'Form F-26')
- (l) Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- (m) Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-16
- (n) Document showing Financial Situation Information as sought in enclosed Format F-16
- (o) Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory)
- (p) Any Additional document as specified in Bidding Data Sheet (BDS).

**(B) As part of Second Envelope**

- (a) The Electronic Form of the bid for Second Envelope (Price - Part), as available on the TCIL portal, shall be duly filled. "Termed as **ELECTRONIC FORM**"
- (b) Main Price Bid comprising of SOR-1 and SOR-2 of the Price Schedule (available in Section - VIII, SOR), duly Completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**"

**5.3 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 (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

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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 No. 5.2 B 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).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

#### 5.4 Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-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.

#### 5.5 SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

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

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

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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 users, assigning roles to them, etc.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)
5. 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, as EMD shall be refunded. No request on this account shall be entertained by Employer/ Owner.
6. Bids will be made 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'

**5.6 NOTE:**

***While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth 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 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

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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:**

- Bidder may save/ store the bid documents in the PC/ Laptop before submitting the bid into in e-tender portal.
- 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 Priced Bid

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

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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 TCIL'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 20 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 TCIL'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 TCIL'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 band internet connectivity without Proxy settings is another option.