



# Solar Energy Corporation of India Limited (A Government of India Enterprise)

CIN: U40106DL2011GOI225263

1<sup>st</sup> Floor, D-3, Wing A, Religare Building,  
District Centre, Saket, New Delhi – 17

## Notice Inviting Tender

For

## The Procurement of Measuring Instruments

**Tender No: SECI/C&P/MI/2017/06**

**Dated: 04/05/2017**

**INDEX**

SECTION NO	CONTENTS	PAGE NOS
<b>Section-I</b>	Introduction & Tender Details	3-8
<b>Section-II</b>	Scope of work & Technical Specifications	9-14
<b>Section-III</b>	Instructions to Bidders & Eligibility Criteria	15-26
<b>Section-IV</b>	Evaluation Criteria	27-30
<b>Section-V</b>	General Conditions of Contract (GCC)	31-40
<b>Section-VI</b>	Forms & Formats	41-64
	a) Covering Letter as per Format I. b) General particulars of the Bidder as per the Format II c) Format of Performance Security Bank Guarantee as per Format III d) Format for Earnest Money Deposit Bank Guarantee as per Format IV e) Format for Financial Bid as per Format V f) Format for Technical Bid as per Format VI g) Financial Turnover as per Format VII h) No Deviation Confirmation as per Format VIII i) E Banking Mandate Form as per Format IX j) Power of Attorney as per Format X k) List of Banks as Per Format XI	

# SECTION I

## INTRODUCTION AND TENDER DETAILS

**SOLAR ENERGY CORPORATION OF INDIA LIMITED**  
(A Government of India Enterprise)



**Tender No: SECI/C&P/MI/2017/06**

**Date: 04/05/2017**

Solar Energy Corporation of India Limited (hereinafter called "SECI"), invites Techno Commercial & Price bids from the eligible Measuring Instruments suppliers/Agencies/Bidders to participate in the Notice Inviting Tender (NIT) for **"The Procurement of Measuring Instruments at Solar Energy Corporation of India Limited, New Delhi"**

For the implementation of above mentioned work, Measuring Instruments suppliers/Agencies/Bidders should submit their Technical Commercial & Price Bid proposals complete in all respect in separate sealed covers, super-scribed with **"NIT for the Procurement of Measuring Instruments at Solar Energy Corporation of India Limited, New Delhi"** & should sent to SECI office at the following address so as to reach on or before **1800 HRS on 19<sup>th</sup> June, 2017** positively to

**Sh. Sandeep Kumar**  
**Manager (C&P)**  
**Solar Energy Corporation of India Limited**  
**1<sup>st</sup> floor, D-3Wing A, Religare Building**  
**District Centre, Saket, New Delhi – 17**  
**Telephone: 011 71989290, Extension 290**  
**E mail: [contracts@seci.co.in](mailto:contracts@seci.co.in)**

Bidder shall submit the Tender proposal, complete in all respect as per the Bid Information sheet.

Bid documents which include Eligibility criteria, "Technical Specifications", various conditions of contract, formats, etc. can be downloaded from SECI website [www.seci.co.in](http://www.seci.co.in). Any amendment(s)/corrigendum/clarifications with respect to this Tender shall be uploaded on SECI website only. The Bidder should regularly follow up for any Amendment/Corrigendum/Clarification on the above website.

**DISCLAMIER:**

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within twenty (20) days from the date of notification of Tender/Issue of the Tender Documents, it shall be considered that the Tender Document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Tender Document including all formats and Annexures.
3. While this Tender has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.

**BID INFORMATION SHEET**

<b>NIT No. &amp; Date</b>	<b>Tender No: SECI/C&amp;P/MI/2017/06</b> <b>Dated: 04/05/2017</b>
<b>Broad Scope</b>	Notice Inviting Tender for the Procurement of Measuring Instruments at Solar Energy Corporation of India Limited, New Delhi
<b>Delivery Period</b>	45 Days from the date of Notification of Award (NOA)
<b>Cost of Tender Document</b>	<b>Free of Cost</b>
<b>Bid Processing Fee (non-refundable)</b>	<b>₹ 2500/-</b> (Rs Twenty-Five Hundred only) plus Service Tax @ 15% Per Tender, so total <b>₹ 2875/- (Rs Two Thousand, eight hundred &amp; seventy five only)</b> to be submitted in the form of Demand Draft / Banker's Cheque drawn in favour of " <b>Solar Energy Corporation of India Limited, New Delhi</b> " Payable at New Delhi. Bid Processing Fee is to be deposited along with the Tender document submission.
<b>Earnest Money Deposit</b>	<b>₹ 35,000/-</b> (Rs Thirty-Five Thousand only) in the form of Demand Draft (DD)/Bankers Cheque drawn in favor of " <b>Solar Energy Corporation of India</b> ", <b>New Delhi</b> Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format (With a validity of 180 Days from the Due date of Bid Submission). EMD to be deposited along with the Tender document submission.
<b>Performance Security</b>	Within 30 days from the issuance of the Notification of Award (NOA) from SECI, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft drawn in favour of " <b>Solar Energy Corporation of India Limited, New Delhi</b> " Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format and shall be in the currency of the Contract. The value of the Performance Security shall be 10% of the total contract value, validity of which should remain 03 months in addition to the Defect Liability Period/Warranty Period
<b>Pre-bid Meeting</b>	Not Applicable
<b>Last date &amp; Time of Submission of Bids</b>	<b>19/06/2017 up to 1800 HRS</b>
<b>Opening of Techno Commercial Bids</b>	<b>20/06/2017, 1100 HRS onwards</b>

<b>Opening of Financial Bids</b>	<b>To be intimated subsequent to the shortlisting of Techno Commercial Bids</b>
<b>Name, Designation, Address and other details (For Submission of Response to NIT)</b>	<b>Sh. Sandeep Kumar                  Manager (C&amp;P)                  Solar Energy Corporation of India Limited                  1<sup>st</sup> floor, D-3Wing A, Religare Building                  District Centre, Saket, New Delhi – 17                  Telephone: 011 71989290, Extension 290                  E mail: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></b>

**Important Note:**

1. Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document at SECIs website at [www.seci.co.in](http://www.seci.co.in). No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. All the information related to this Tender Document shall be updated in the SECI website [www.seci.co.in](http://www.seci.co.in) only

## 1. INTRODUCTION

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2 To cater the need of Measuring Instruments, SECI intends to invite Techno Commercial & Price Bids from the eligible Measuring Instruments suppliers/Agencies/Bidders for the Supply of Measuring Instruments at Solar Energy Corporation of India Limited, New Delhi
- 1.3 The bidder should be an OEM or authorized Dealers/ Channel partners/ Distributors of reputed brand having authorization for sales and after sales support for the mentioned Measuring Instruments.
- 1.4 The Bidders/Agencies are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must be furnished. Failure to provide the information and/ or documents as required may render the bid technically unacceptable.
- 1.5 The Bidders/Agencies shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials & equipments and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents
- 1.6 This is an open tender for the eligible Measuring Instruments Suppliers/Agencies/Bidders who fulfil eligibility criteria as laid down in the subsequent Tender documents. The tenders for this contract will be considered only from those Agencies/Bidders who meet the requisite eligibility criteria as mentioned in Eligibility Criteria at clause 1.3 under Section III
- 1.7 The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Government owned Enterprises, Partnership Firms, Limited Liability Partnership Firms or Proprietorship firms.
- 1.8 Any kind of Technical or Financial JV or Consortium is not allowed under this Tender Document
- 1.9 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures



## SECTION II

# SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

## 1. SCOPE OF WORK

The overall scope of work will include Supply of Measuring Instruments with 12 (Twelve) months warranty, detailed Specifications of which are tabulated below:

### (1) Digital Multimeters

**Quantity: 02 Nos**

S. No.	Parameter		Value
1	AC/DC Voltage	Type	True RMS (AC)
		Range	0 – 1000 V
		Accuracy	± (2% + 5)
		Input Impedance	> 10 MΩ
2	AC/DC Current	Type	True RMS (AC)
		Range	0 – 10 A
		Accuracy	± (2% + 5)
3	Resistance	Range	0 – 1 MΩ
		Accuracy	± (2% + 5)
4	Frequency	Range	0 – 100 kHz
		Accuracy	± (0.1% + 1)
5	Digits		3½

### (2) Digital clamp meter

**Quantity: 02 Nos**

S. No.	Parameter		Value
1	AC/DC Current	Type	True RMS (AC)
		Range	0 – 400 A
		Accuracy	± (2% + 5)

**Notice Inviting Tender for the Procurement of Measuring Instruments**



		Crest factor	≥ 2
2	AC/DC Voltage	Type	True RMS (AC)
		Range	0 – 600 V
		Accuracy	± (2% + 5)
3	Digits		3½
4	Jaw opening		30 mm
5	Measurement of Resistance		
6	Measurement of Frequency		

**(3) Infrared camera**

**Quantity: 01 No**

S. No.	Parameter	Value
1	Spectral response	8 μm to 14 μm (LW)
2	Temperature-sensitivity and calibration range	-20 °C to +120 °C
3	Atmospheric air temperature	-10 °C to +40 °C
4	Thermal sensitivity	NETD ≤ 0.1 K at 30 °C
5	Geometric resolution	≥ 320 x 240 pixels
6	Photo camera resolution	Approx.. 30 times of IR camera resolution
7	Absolute error of measurement	< ± 2 K
8	Adjustable parameters	Emissivity, ambient temperature
9	Adjustable functions	Focus, temperature level and span
10	Measurement functions	Measuring spot, measuring area with average and maximum temperature
11	Calibration	The measuring system (Camera, lens, aperture and filter): The camera has to be traceably calibrated at least every two years. The calibration has to be documented. If the camera is not compliant, it has to be readjusted by the manufacturer.

12	Documentation	Storing of the infrared picture with the radiometric data
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**(4) Coating thickness gauge**

**Quantity: 01 No**

S. No.	Parameter	Value
1	Probe type	Ferrous
2	Measurement range	0 – 1000 $\mu$ m
3	Accuracy	$\pm$ 3%
4	Resolution	0.1 $\mu$ m for 0 – 100 $\mu$ m 1 $\mu$ m for 100 – 1000 $\mu$ m

**(5) Digital micrometer**

**Quantity: 01 No**

S. No.	Parameter	Value
1	Measurement range	0 – 25 mm
2	Resolution	1 $\mu$ m
3	Accuracy	$\pm$ 2 $\mu$ m

**(6) Digital Vernier caliper**

**Quantity: 01 No**

S. No.	Parameter	Value
1	Measurement range	0 – 200 mm
2	Resolution	0.01 mm

3	Accuracy	± 0.02 mm
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**(7) Solar testing kit**

**Quantity: 01 No**

S. No.	Parameter	Value
	I – V Curve Tracer	
1	Voltage Range	0 – 1000 V
2	Current Range	0 – 15 A
3	Number of points	≥ 128
	Sensors	
1	Irradiance range	0 – 1000 W/m <sup>2</sup>
2	Temperature range	0°C to 100°C
3	Inclinometer range	0 – 90°
	Insulation Resistance	
1	Measurement range	0 – 100 MΩ
2	Accuracy	± (5% + 5)
3	Resolution	10 kΩ
4	Test voltages	250V, 500V & 1000V
	Earth continuity	
1	Measurement range	0 – 100 Ω
2	Accuracy	± (2% + 5)
3	Resolution	10 Ω

**(8) Solar Power Meter with Wire Sensor**

**Quantity: 04 Nos**

S. No.	Parameter	Value
1	Display	3.5 Digits
2	Range	2000 W/m <sup>2</sup>
3	Resolution	0.1 W/m <sup>2</sup>
4	Accuracy	Within +/- 10 W/m <sup>2</sup> or +/-5%, whichever is greater in Sunlight
5	Drift	<+/- 2% per year
6	Sampling Time	Approx 0.25 Seconds
7	Operating Temperature & Humidity	0 Deg C to 50 Degree C , 80% RH
Display & Sensor Units should be separate & connected by a Flexible wire		

2. All relevant warranty & manufacturer Certificates are to be submitted along with technical bid.

3. Bidders are required to enclose full technical details of product(s) including specifications with make and model.

**4. DEFECT LIABILITY PERIOD/WARRANTY PERIOD:**

In relation to this subject Tender, the Defect Liability Period means the specified period from the date of supply/Delivery up to the date for which the Supplier/Contractor stands responsible for rectifying all defects that may appear in the material/works executed by the supplier/Contractor in pursuance of the Contract and includes warranties against Manufacturing/ Fabrication/ Construction defects covering all materials plants, equipment, components and the like supplied by the Contractor, works executed against workmanship defects.

Such Defect Liability period/Warranty Period for the supply of Measuring Instruments under this Tender Document would stand valid for a period of 12 (Twelve) months from the date of final delivery at Solar Energy Corporation of India Limited, New Delhi.

**Accordingly, the Performance Security also needs to be furnished for the mentioned Defect Liability Period of 12 Months along with additional 03 months' validity period. So, total 15 months Performance Security needs to be furnished by the Supplier/Contractor**

# **SECTION III**

# **INSTRUCTION TO BIDDERS AND ELIGIBILITY CRITERIA**

## 1. Bid Information and Instructions to Bidders

### 1.1 General

- (a) The Tender Document can be downloaded **free of cost** from SECI's official Website at [www.seci.co.in](http://www.seci.co.in) from the date mentioned in the **Bid Information Sheet**.
- (b) Prospective Bidders interested to participate in the bidding process are required to submit their Techno Commercial & Price Bid Proposals in response to this Tender Document along with a non-refundable Bid processing fee & Earnest Money deposit (EMD) as per the prescribed format also mentioned in the **Bid Information Sheet**. A Bidding Company will be only eligible to participate in the bidding process on submission of Bid processing fee & EMD.
- (c) It may be noted that SECI will not pay any amount / expenses / charges / fees / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

### 1.2 Bid Submission date

The bidding methodology adopted for this Project shall be Single Stage Two envelop system i.e. The Bidders shall submit their Project proposal (Both Techno-Commercial and Financial Bid same time in separate sealed envelopes) in line with this Tender Document. The last date for submission of bids is as mentioned in the **Bid Information Sheet**. No bids shall be accepted after the date and time mentioned above. Techno-Commercial bids shall be opened for all the Bids submitted by the prospective bidders. Financial Price bids shall only be opened for the short listed & eligible Bidders based on Techno-Commercial bid evaluation.

### 1.3 Eligibility Criteria

#### 1.3.1 General Eligibility Criteria:

The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Government owned Enterprises, Partnership Firms, Limited Liability Partnership Firms or Proprietorship firms.

#### 1.3.2 Technical Eligibility Criteria:

- (i) The bidder must have at least 3 years of experience/Execution in the field of supply and support of Measuring Instruments, Electrical Instruments, Gauges, Control & Monitoring Instruments or Solar Equipment's
- (ii) The bidder should be an OEM or authorized Dealers/ Channel partners/ Distributors of reputed brand having authorization for sales and after sales support for Measuring Instruments, Electrical Instruments, Gauges, Control & Monitoring Instruments or Solar Equipment's (enclose OEM certificate/letter specific for this tender).
- (iii) The bidder should have successfully executed at least three contracts of value not less than **07 (Seven) Lacs** of similar nature (supply of Measuring Instruments, Electrical Instruments, Gauges, Control & Monitoring Instruments or Solar Equipment's) within the past three years as on the date of the Bid Submission.

#### 1.3.2 Financial Eligibility Criteria:

The participating Bidder should have a Minimum Average Annual Turnover of **Rs 50 Lacs** for the last 3 financial years preceding the Bid Deadline Date. In case the audited annual accounts for the



year 2016-17 are not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years.

Financial data for latest last three audited financial years has to be submitted by the bidder in Format VII under Section VI of Forms & Formats of NIT along with audited balance sheets. The financial data in the prescribed format shall be certified by a practicing Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an undertaking certifying that 'the balance sheet has actually not been audited so far'.

### **1.4 Documents to be signed and submitted by Bidders**

In case of the Bid submission by a company/organization, the bid shall be signed by the individual legally authorized person to enter into commitments on their behalf. Only one submission of response to Tender Document by each bidder will be permitted.

The documents required under the tender conditions for submission along with the tender are listed at clause no 17 of this Section. The bidder/s are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, the bid may be considered non-responsive and are liable to be rejected. However, SECI may seek clarifications in case of any query & to adjudge the actual facts & figures.

#### **1.4.1 Basic documents:**

1. Bid Processing Fee and Earnest Money Deposit (EMD) as per the prescribed format as mentioned in the Bid Information Sheet
2. Power of Attorney in favor of the person to sign this tender and represent his/her company for this contract.
3. Duly signed and stamped Tender Document (amendments if any) by the Authorized signatory.
4. Detailed Document list to be submitted along with the Tender is Tabulated under clause 17 of this Section

#### **1.4.2 Documents in Support of Eligibility:**

1. Copy of VAT/Sales Tax registration certificate, Service Tax Registration Certificate and PAN.
2. Self-attested copies of supply order for similar orders during last 3 years.
3. Certificate by Statutory Auditor / Practising Chartered Accountant of the Bidding Company in support of Turnover along with audited copies of annual accounts for all the FYs in support of financial capability.
4. A copy of Authorization letters issued by each different OEM of proposed items in Technical Bid to Authorized Distributors/ Partners/ Dealers to participate in the bid and for support to after sale service specific to tender.
5. Detailed Document list to be submitted along with the Tender is Tabulated under clause 17 of this Section

SECI reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria.

## 2. Validity of the Response to Tender Document/ Bid Validity

The Bidder shall submit the response to Tender Document which shall remain valid up to one hundred and eighty (180) days from the date of opening of tender ("Bid Validity"). SECI reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement. SECI may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

## 3. Selection of successful Bidder

After bid opening, Techno-commercial bids submitted by those Bidders who have furnished the processing Fee and Earnest Money Deposit shall be evaluated by SECI on the basis of Minimum Eligibility Criteria. The evaluation of bids shall be carried out as described in Section IV.

## 4. Earnest Money Deposit (EMD)

- (i) The bidder shall be required to submit a sum as specified in the **Bid Information Sheet** as Earnest Money Deposit, for keeping the offer open till such date as might be specified in the tender. Bids not accompanied with earnest money deposit as provided in the **Bid Information Sheet** shall be summarily rejected. The Earnest Money Deposit will be having a validity of 180 days from the last Due date of Bid submission
- (ii) It shall be understood that the Tender Document has been issued to the bidder and the bidder is permitted to bid in considerations of the stipulation on his/her part, that after submitting his/her bid, he/she will not withdraw from his offer or modify the terms and conditions thereof in a manner not acceptable to SECI.
- (iii) If the bidder fails to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- (iv) The EMD of the successful bidder will be returned after submission of Performance Security as defined in this Tender Document and obtaining confirmation.
- (v) The EMD of the unsuccessful bidders shall be returned to them within one month of issue of Notification of Award (NOA) to the successful bidder. However, no interest will be payable thereon.
- (vi) In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the bidder/s will be forfeited.
- (vii) In case the bidder withdraws or varies the bid any stage before award of the contract, then the EMD of the respective bidder shall be forfeited.

## 5. Performance Security

**5.1** Against this contract, within 30 days from the issuance of the Notification of Award (NOA) the successful bidder shall furnish an unconditional and irrevocable Contract Performance. 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. The value of the Performance Security shall be 10% of the total Contract Value and remain valid up to total 15 months as

defined under clause 4 of Section II. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.

- 5.2 Bank Guarantee towards Performance Security shall be from any Indian scheduled bank 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 bidders. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, as mentioned under Format XI of Section VI, 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 of Three (03) Months beyond the Defect Liability Period specified as defined under clause 4 of Section II
- 5.3 The Performance Security may also 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, India.
- 5.4 Failure of the successful bidder to comply with the requirements of this article & any of the Terms & Conditions of this Tender Document shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 5.5 The Performance Security has to cover the entire contract value including extra works/ services also. As long as the 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 Performance Security.
- 5.6 Further, any delay beyond 30 days shall attract interest @ 1.25% per month on the total Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the allocated capacity work & forfeit 100% of EMD, in case Performance Security is not submitted within 60 days from issuance of Notification of Award(NOA). However, total project completion period shall remain same. Part Security shall not be accepted.

## 6. Structuring of Bid Selection Process

A single stage Two envelop system has been envisaged under this Tender Document i.e. Bidders have to submit both Techno-commercial and financial bid together in response to this Tender Document in separate sealed envelopes in Offline mode in Hard copies only, as given in the Tender Document. Bids not accompanied with Bid Processing fee & earnest Money Deposit (EMD) will be summarily rejected. In the first stage, Techno-commercial bids shall be evaluated as per Minimum Eligibility Criteria and acceptability of technical specification for Measuring Instruments and the list of short listed Bidders shall be evaluated. In the second stage, financial bids submitted by the short-listed Bidders shall be evaluated in which the lowest (L1) Bid for the complete scope of Work will be considered as a successful bidder. L1 Price bid would be ascertained considering all applicable exemptions & Cenvatable components on Excise Duty & Service Tax etc.

## 7. Financial Bid

- i) The prices quoted in the financial bid should be without any conditions.

- ii) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Format V
- iii) The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- iv) The Financial bid shall be on a fixed price basis and, no price variation on any account shall be considered.
- v) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- vi) The envelop consisting of Financial Offer shall be marked as “**Envelope II Financial Bid**”
- vii) Prices quoted will be firm for the entire period of Contract.
- viii) It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the financial bid.
- ix) The financial bid should include incidental charges and customization charges if any.
- x) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- xi) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- xii) The bidder must fill and submit the rates as per instructions given above.
- xiii) If there is a discrepancy in the Unit Rate mentioned against each individual item & the total price, then the unit rate for the items individually will be taken as final & binding.

## 8. Non-Transferable Bid

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

## 9. Deviations

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original Tender documents. If the bidder has any observations, the same may be indicated in his forwarding letter along with the bid. Bidders are advised not to make any corrections, additions or alterations in the original Tender documents. If this condition is not complied with, Tender is liable to be rejected.

## 10. Deadline for submission of bid

The bid duly filled must be received by SECI at the address specified not later than the date and time mentioned in the “**Bid Information Sheet**”. Bid received later than the deadline

prescribed for submission of tender by SECI will be summarily rejected.

**11. Withdrawal of bid**

No Tender can be withdrawn after last date of bid submission and during Tender validity period. Submission of a tender by a bidder implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors having any bearing on the required job.

**12. Clarification of the bid**

To assist the examination, evaluation and comparison of the tenders, SECI may at his discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be either sought or permitted. Above clarification and their response shall form part of the tender and shall be binding on the bidder.

**13. Examination of the bids**

SECI shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the SECI. However, SECI may seek clarifications to ascertain the actual facts & Technicalities. In case of tenders containing any conditions or deviations or reservations about contents of tender document, SECI may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. SECI's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

**14. Canvassing**

No bidder is permitted to canvass to SECI on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

**15. Right to accept any bid or reject all bids**

SECI reserves the right to accept, split, divide, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the SECI shall deem such bid as invalid.

**16. Award of Contract**

SECI shall issue **Notification of Award (NOA)** in duplicate to the successful bidder in writing by a E Mail/Courier/Speed Post. Duly signed and stamped duplicate copy of NOA has to be returned by the selected bidder within 02 (two) weeks of issuance of NOA as a token of acknowledgement of the contract. Issuance of NOA against an offer made shall

constitute a legal and binding contract between SECI and the selected bidder. In case of Non-response to the NOA by the successful bidder, SECI may take appropriate actions further to successfully execute the Tender

Successful bidder is required to submit Performance Security as per the format and timeline defined in this Tender Document. Duly signed and stamped Contract Agreement (CA) on stamp paper of requisite value has to be signed with SECI within 04 (Four) weeks of issuance of NOA.

## 17. Method of Bid Submission

The Techno Commercial & Price proposal acceptance in response to this Tender Document shall be submitted by the Bidder in the manner as provided below. The Techno Commercial & Price Bids proposal shall comprise of the following

### (A) ENVELOPE- I (TECHNO COMMERCIAL ENVELOPE)

- **BELOW MENTIONED DOCUMENTS SHALL BE SUBMITTED IN OFF-LINE MODE ONLY AS HARD COPIES AT SECI'S REGISTERED OFFICE ADDRESS**

The Bidder shall submit Techno Commercial Proposal as per the Eligibility documents asked in the Tender Document only. Envelope shall be super scribed as “**Techno Commercial Documents for the Procurement of Measuring Instruments at Solar Energy Corporation of India Limited, New Delhi**” along with following documents

- i. Bid Processing Fee as per the Tender document
- ii. Covering Letter as per Format I.
- iii. General particulars of the Bidder as per the Format II
- iv. Earnest Money Deposit as per the Tender Document
- v. Technical Bid as per Format VI
- vi. Financial Turnover as per Format VII
- vii. No Deviation Confirmation as per Format VIII
- viii. E Banking Mandate Form as per Format IX
- ix. Power of Attorney as per Format X along with board resolution for such authorization
- x. Signed and stamped Copy of Tender Document Documents including amendments & clarifications by Authorised signatory.
- xi. Copy of VAT/Sales Tax registration certificate, Service Tax Registration Certificate and PAN.
- xii. Self-attested copies of supply order for similar orders during last 3 years.
- xiii. A copy of Authorization letters issued by each different OEM of proposed items in Technical Bid to Authorized Distributors/ Partners/ Dealers to participate in the bid and for support to after sale service specific to tender.



**(B) ENVELOPE II (FINANCIAL ENVELOPE)**

- **PRICE BID(S) AS PER FORMAT V GIVEN UNDER SECTION VI OF FORMS & FORMATS SHALL BE SUBMITTED IN OFF-LINE MODE ONLY AS HARD COPIES AT SECI'S REGISTERED OFFICE ADDRESS**

The Bidders shall submit Price Bids/ Financial Proposals in the given Format only. Envelope shall be super scribed as "Price Bid for the Supply Measuring Instruments at Solar Energy Corporation of India Limited, New Delhi".

Only Hard Copies of the Price Bids are to be submitted

The Sealed Techno-commercial Envelope (Envelope I) and Financial Envelope (Envelope II) shall be placed in a Bigger Single Envelope which shall have the Sticker details as mentioned under clause no 19 & will be sent as per the provision mentioned under clause no 18 below.

**18. TECHNO COMMERCIAL & PRICE BIDS PROPOSAL DUE DATE**

The Bidder should submit the Techno Commercial & Price Bid Proposals in Offline Mode in Hard copies only so as to reach the address indicated below by 1800 HRS (IST) on or before 19/06/2017 in the name of

Sh. Sandeep Kumar  
 Manager (C&P)  
 Solar Energy Corporation of India Limited  
 1<sup>st</sup> floor, D-3, Wing A, Religare Building  
 District Centre, Saket, New Delhi – 17  
 Telephone: 011 71989290, Extension 290  
 E mail: [contracts@seci.co.in](mailto:contracts@seci.co.in)

**19. STICKER FOR THE BID ENVELOPE:**

The Sealed Techno-commercial Envelope (Envelope I) and Financial Envelope (Envelope II) shall be placed in a Bigger Single Envelope which shall have the following Sticker details :

Response to Tender Document for "The Supply of Measuring Instruments at Solar Energy Corporation of India Limited".	
Tender Document No.	
Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)

<b>Authorized Signatory</b>	<b>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</b>
<b>Bid Submitted to</b>	<b>Solar Energy Corporation of India Limited, 1<sup>st</sup> Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017, Tel: 011-71989290</b>

**Important Note:** The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

**20. Clarifications/Enquires/ Amendments**

- i) Clarifications if any, on Tender Document may be sought at the address mentioned in the Bid Information Sheet not later than 20 days after publication of Tender Document & same may be sought during through E Mail/Letters.
- ii) Classification/Amendment/s if any will be uploaded in the website of SECI at [www.seci.co.in](http://www.seci.co.in) for information of all concerned. All of them are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

**21. Right to Reject**

SECI reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

**22. Cancellation of Contract**

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

- i) The bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- ii) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- iii) The bidder goes into liquidation voluntarily or otherwise during the execution of contract.
- iv) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- v) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, SECI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the SECI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

**23. Important notes**

- i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.



- ii) If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, SECI reserves the right to reject such response to Tender Document and/or cancel the Contract Agreement, if issued and the EMD/Performance Security provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document
- iii) SECI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- iv) Response submitted by the Bidder shall become the property of the SECI and the SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as per the clause mentioned in the Tender Document.
- v) Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of SECI in this respect shall be final and binding.
- vi) The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the installation and commissioning. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- vii) SECI may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- viii) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- ix) Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by SECI.
- x) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- xi) Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- xii) Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.**
- xiii) SECI reserves the right to delete items from the schedule of requirements specified in the tender. SECI also reserves the right to alter the quantity and vary specifications.
- xiv) SECI reserves the right to make any changes in the terms and conditions of the tender.
- xv) SECI shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- xvi) SECI will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.
- xvii) The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

## 24. CLARIFICATIONS AND PRE-BID MEETING

Not Applicable

## 25. ZERO DEVIATION

This is a ZERO Deviation Process. Bidder is to ensure compliance of all provisions of the Tender Document and submit their Techno Commercial/ Price Proposal accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

## 26. CORRESPONDENCE

Bidder requiring any Techno-Commercial clarification of the bid documents may contact in writing or by Fax /E Mail.

Name	Contact Number	Email id
Sh. Sanjay Sharma	011-71989256	<a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>
Sh. Rajesh Kumar Jain	011-71989211	<a href="mailto:agmsolar@seci.co.in">agmsolar@seci.co.in</a>
Dr. Y B K reddy	011-71989230	<a href="mailto:ybkreddy@seci.co.in">ybkreddy@seci.co.in</a>
Sh. Sandeep Kumar	011-71989290	<a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>

Verbal clarifications and information given by the SECI or its employees or its Representatives shall not be in any way entertained.

# SECTION IV

# EVALUATION CRITERIA

## 1. Bid evaluation

The bids, which are determined as substantially responsive, shall be evaluated by the SECI for technical compliance and then price aspects. The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical eligibility criteria as per clause 1.3 of Section III of this Tender Document, failing which his tender is liable to be rejected. In case of any inconformity or query, SECI may seek clarifications so as to get the genuine queries addressed & resolved. Bidder needs to provide their Bids for all the items covering the complete scope of work & supplies of the Measuring Instruments. Henceforth, Bids based on only Full quantity basis are acceptable in this Tender Document

### 1.1 Techno-Commercial Evaluation:

Bidders will be evaluated on the basis of 'Minimum Eligibility Criteria' mentioned at clause 1.3 of Section III and acceptability of technical specifications of Measuring Instruments, mentioned under clause 1 under Section II. Those bidders who qualify will only be considered for financial bids opening.

### 1.2 Financial Bid Evaluation:

Bidders qualified after Techno-Commercial evaluation shall only be eligible for the financial bid evaluation.

The complete financial proposal (Ref: Format V) consists of the following:

1. **A- Total cost of Supply of Digital Multimeters**
2. **B- Total cost of Supply of Digital Clamp Meter**
3. **C- Total cost of Supply of Infrared Camera**
4. **D- Total cost of Supply of Coating Thickness Gauge**
5. **E- Total cost of Supply of Digital Micro meter**
6. **F- Total cost of Supply of Digital Vernier Calliper**
7. **G- Total cost of Supply of Solar Testing Kit**
8. **H- Total cost of Supply of Solar Power Meter with Wire Sensor**

Financial Evaluation of the bid will be done for the complete Scope of work covering all the items to be supplied & installed as mentioned above

**1.2.1** Contract for the complete supply of the entire Measuring Instruments as per the scope of Work will be awarded to the Bidder, whose Grand Total Cost (GTC) [A+B+C+D+E+F+G+H] for all the Measuring Instruments as mentioned in Format V of Section VI, has been determined to be lowest evaluated offer after evaluating the Financial Bids & has qualified the laid down Techno Commercial Eligibility Criteria of the Tender document.

**1.2.2** The prices quoted by the Bidders will be inclusive of all taxes, duties and levies as clearly mentioned in the Financial Bid Formats also.

**1.2.3** All Duties, Taxes [applicable for both Centre and state] and other levies [if any] payable by the Bidder under the Contract, or for any other cause, shall be included in the rates / prices and the total Bid-price submitted by the Bidder. Applicable rate of Taxes & Duties will be

required to indicate separately as mentioned in the format, so that accordingly Contract Agreement (CA) can be signed off with the successful Bidder.

- 1.2.4** Prices must be filled in format V for Financial Bid enclosed as part of Tender documents under Section – VI. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the Bid is liable to be rejected.
- 1.2.5** Bidder need to provide their Bids for all the items including all Measuring Instruments & no partial bids are accepted under this Tender Document.
- 1.2.6** 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.
- 1.2.7** 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 any change in application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties.
- 1.2.8** 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.
- 1.2.9** Bidders are required to ascertain the correctness of amount related to all the applicable taxes/ duties/ levies as mentioned in the Price Bid while submitting the Price Bids as it will largely impact during the L1 Price assessment at the time of evaluation of price bid. Any price consideration with applicable CENVAT benefit projected during bid and indicated in Price Bid thereof will be deemed to be passed on to Owner.
- 1.3 SERVICE TAX**
- 1.3.1** Bidders are required to submit a copy of the Service Tax Registration Certificate while submitting the bids wherever service tax is applicable.
- 1.3.2** The responsibility of payment of Service Tax lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule 4A of service tax rules, 1994. 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) Service Tax Amount, if any.
- 1.3.3** Payments to Service Provider for claiming Service Tax amount will be made provided the above formalities are fulfilled. Further, Owner may seek copies of challan and certificate from Chartered Accountant for deposit of Service Tax collected from Owner.
- 1.3.4** In case CBEC (Central Board of Excise and Customs) brings to the notice of Owner that the contractor has not remitted the amount towards service tax collected from Owner to the

government exchequer, then, that contractor shall be debarred of participating in Tenders for period of six months or as per the sole discretion of Owner.

- 1.3.5 In case of statutory variation in Service Tax 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 Service Tax / Statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -
- 1.3.6 Any increase in the rate of non-cenvatable service tax beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of service tax shall be passed on to the Owner.

## **2. SUCCESSFUL BIDDER(S) SELECTION**

- 2.1 The Price Proposal as mentioned by SECI under would stand to be the final contract.
- 2.2 At any step during the selection of Successful Bidder(s), SECI reserves the right to increase/decrease the Tender requirement based on SECI's requirement
- 2.3 The Notification of Award (NOA) shall be issued to all such Successful Bidder(s) selected as per the provisions
- 2.4 Each Successful Bidder shall acknowledge the NOA and return duplicate copy with signature of the authorized signatory of the Successful Bidder to the SECI within 02 (two) weeks of receiving of it.

# SECTION V

# GENERAL CONDITIONS OF CONTRACT (GCC)

## 1. DEFINITIONS & ABBREVIATIONS

In this "Tender Document" the following words and expression will have the meaning as herein defined where the context so admits:

### Definition of Terms:

1.1 In this TENDER (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1.1.1 **AFFILIATE** shall mean a company that either directly or indirectly

- a. controls or
- b. is controlled by or
- c. is under common control with

a Bidding Company and "control" means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.

1.1.2 **APPROVED** shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

1.1.3 **APPOINTING AUTHORITY** for the purpose of arbitration shall be the any person so designated by the Owner.

1.1.4 **ARBITRATOR** means the person or persons appointed by agreement between the owner and the Contractor to make a decision on or to settle any dispute or difference between the owner and the Contractor referred to him or her by the parties.

1.1.5 **BID** means the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the Tender, in accordance with the terms and conditions hereof.

1.1.6 **BIDDER/SUPPLIER** means Measuring Instrument Supplier/Agency/Authorized Dealer/Electrical/Solar Equipment supplier submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns as the context may require.

1.1.7 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

1.1.8 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.

1.1.9 **CONTRACT** shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.

1.1.10 **CONTRACT DOCUMENTS** mean collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

1.1.11 **CONTRACTOR'S REPRESENTATIVE** means any person nominated by the Contractor and approved by the owner to perform the duties delegated by the Contractor.



- 1.1.12 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.13 **DEFECT LIABILITY PERIOD** in relation to a work means the specified period from the date of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stands responsible for rectifying all defects that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against Manufacturing/ Fabrication/ Erection/ Construction defects covering all materials plants, equipment, components and the like supplied by the Contractor, works executed against workmanship defects.
- 1.1.14 **DRAWINGS** shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawing as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.
- 1.1.15 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender.
- 1.1.16 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by the Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.1.17 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Allocation from which the Time for Completion shall be determined.
- 1.1.18 **LANGUAGE FOR DRAWINGS AND INSTRUCTION** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language only.
- 1.1.19 **MNRE** means Ministry of New and Renewable Energy, Government of India.
- 1.1.20 **NOTICE IN WRITING OR WRITTEN NOTICE** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.21 **NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the owner notifying the Contractor that his bid has been accepted.
- 1.1.22 **OFFICER IN CHARGE** means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.1.23 **OWNER** means here in the context of this Tender Document as Solar Energy Corporation of India Limited, New Delhi shall include the legal successors or permitted assigns of the Owner
- 1.1.24 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 1.1.25 **PROJECT MANAGER** means the person appointed by the Owner to perform the duties delegated by the Owner.
- 1.1.26 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.

- 1.1.27 **SPECIFICATION** shall mean all directions the various Technical Specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the Contract for the work or works, as may be amplified or modified by the Owner or Engineer-in-Charge during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/ corrigenda published before entering into Contract.
- 1.1.28 **SUB-CONTRACTOR** means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal representatives, successors and permitted assigns of such person, firm or company.
- 1.1.29 **TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.1.30 **TOTAL CONTRACT PRICE** means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the work, including change order.
- 1.1.31 **WORK** shall mean and include all items and things to be supplied/ done and services and activities to be performed by the Contractor in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the Contract.
- 1.1.32 **WEEK** means a period of any consecutive seven days.
- 1.1.33 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.

## INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

## 2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### 3. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and SECI, shall be written in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

### 4. Use of Contract Documents and Information

The Successful Bidder shall not, without SECI's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of SECI in connection therewith, to any person other than a person(s) employed by the Successful Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### 5. Delivery Period & Time of Completion of the contract

The delivery period of the supplies as mentioned under the Scope of Work in Section II should be within 45 days from the date of confirmed Notification of Award (NOA) from SECI. Liquidated Damages will be applicable with a grace period of 07 days over & above the mentioned 45 days delivery period as mentioned in subsequent General Conditions of the Contract (GCC) of the Tender Document

### 6. Prices

Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Bidder. All Prices to are based on FOR destination basis delivered at Solar Energy Corporation of India

### 7. Payment Terms

100% payment of the entire Measuring Instruments as per the Scope of Work shall be released to the supplier/Contractor within 30 days on credit basis against the submission of original invoices subject to the satisfaction of the consignee upon furnishing the certificate of warranty/manufacture with due verification from the Power Systems/Solar/Technical Team & also against the submission of the Performance Security of the 10% contract value as defined under clause 5 of Section III.

Payment will be subject to statutory deductions/TDS & Liquidated damages, if applicable

Measuring Instruments supplied should be in good condition & installation should be up to the satisfaction level of Power Systems/Solar/Technical Team.

### 8. Liquidated Damages (LD):

8.1 Subject to force majeure clause, if the supplier fails to deliver/Complete any or all the goods or perform the services within the time period(s) specified including the additional 07 days grace period, the C&P Department shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damages, a sum equivalent to ( 1%) One percent of the delivered price of the delayed goods or unperformed, services for each week of delay or part thereof until actual delivery or performance upto a maximum deduction of 10 (Ten) percent of the delayed goods or services contract price. Once the maximum is reached, the

purchaser may consider termination of the contract and forfeiture of the entire Performance Security amount.

**8.2** The owner shall as an alternative to Liquidated damages at its option, get work executed elsewhere at the risk and cost of the contractor irrespective of the fact whether the scope of supply is identical to the scope of supply as per the contract or not and in case the owner chooses the alternative course it will be entitled to recover compensations/damages from the contractor irrespective of maximum limit prescribed under clause 8.1 above.

**8.3** The owner may by giving two weeks' notice to the contractor cancel the contract without prejudice to the owner's right under clause 8.1 and 8.2 any other provisions contained in the contract to determine the contract and claim damages from the contractor.

**8.4** The contractor shall not raise the question of proving actual loss suffered by the owner consequent on the said delay in completion

## 9. Assignment

The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with SECI's prior written consent.

## 10. Default in Contracts obligation

**10.1** In case of any default or delay in performing any of the contract obligation, SECI reserves the right to forfeit the Performance Security/recover the actual damages/loss from the successful bidder but in any case, total liability of the Successful Bidder under this contract shall not exceed total contract value/price.

**10.2** In addition to above clause, SECI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part as following :

10.2.1 if the Successful Bidder fails to deliver any or all of the Work as required by SECI.

10.2.2 if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract.

10.2.3 If the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

## 11. Discrepancies between instructions:

Should any discrepancy occur between the various instructions furnished to the Successful Bidder, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Successful Bidder's staff and the Officer-in-Charge's staff, the Successful Bidder shall refer the matter immediately in writing to the Officer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

## 12. Force Majeure

**12.1** Notwithstanding the provisions of tender, the Successful Bidder shall not be liable for forfeiture of its performance security, Liquidated Damages or termination for default, if and to

the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 12.2** For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by SECI and its decision shall be final and binding on the Successful Bidder and all other concerned.
- 12.3** In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, SECI has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.
- 12.4** If a force majeure situation arises, the Successful Bidder shall notify SECI in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify SECI not later than 3 days of cessation of force majeure conditions. After examining the cases, SECI shall decide and grant suitable additional time for the completion of the Work, if required.

### **13. Termination for Insolvency**

SECI may at any time terminate the Contract by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SECI.

### **14. Termination for Convenience**

SECI, by written notice sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SECI's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

### **15. Successful Bidder Integrity**

The Successful Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

### **16. Settlement of Disputes**

- 16.1** If any dispute of any kind whatsoever shall arise between SECI and Successful Bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.
- 16.2** If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration.

### **17. In case the Successful Bidder is a Public-Sector Enterprise or a Government Department**

In case the Successful Bidder is a Public-Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. 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 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? The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

### **18. In case the Successful Bidder is not a Public-Sector Enterprise or a Government Department.**

In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, the MD of SECI or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

- 18.1** The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award
- 18.2** The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- 18.3** Notwithstanding any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.
- 18.4** The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 18.5** If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC and a substitute shall be appointed in the same manner as the original arbitrator.
- 18.6** Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
- 18.7** Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

### **19. Limitation of Liability**

The aggregate liability of the Successful Bidder to SECI, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value.

### **20. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India. **Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.**



## 21. Successors and Assigns

In case SECI or Successful Bidder undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by a order / decree of court & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

## 22. Severability

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

## 23. Counterparts

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

## 24. Rights & remedies under the contract only for the parties

This contract is not intended & shall not be construed to confer on any person other than SECI & Successful Bidder hereto, any rights and / or remedies herein.

## 25. Statutory Acts

**25.1** All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Bidder for the successful execution of the said Work.

**25.2** The Successful Bidder shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. SECI shall have no liabilities in this regard.

## 26. Bidder to Inform himself

The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender.

## 27. Successful Bidder Liability

Successful Bidder hereby accepts full responsibility and indemnifies SECI and shall hold SECI harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify SECI and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.

## 28. Indemnity Damages and Insurance

The bidder shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work.

## 29. Other Conditions

- a) Any deduction by SECI on the amount of bill due to any pending issue related to the bill period will be paid after receipt of written confirmation by the contractor that the pending issue has been satisfactorily attended to. If the pending issue is not resolved till the subsequent bill is submitted, the same shall not be entertained and adjustments made from further payments of the contractor for which he will be responsible.
- b) The contract specifically excludes any damages due to theft, fire, riots, earthquake, floods, accidents etc.
- c) Manuals and Recovery CD etc. if supplied by OEM should also be provided along with the product along with freebies.
- d) The deliverable report shall be either on paper or via email as convenient. Either review or time stamped messages shall authenticate validity.

## 30. CORRUPT OR FRAUDULENT PRACTICES

SECI requires that Successful Bidder/ Contractors should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, the SECI:

35.1 defines, for the purposes of this provision, the terms set forth as follows

35.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bid process or in contract execution; and

35.3 "fraudulent practice" means a misrepresentation of facts in order to influence a bid process or the execution of a contract to the detriment of the SECI Tender, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the SECI of the benefits of free and open competition;

35.4 will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a GOVT contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a SECI Tender

## 31. DEBARRED FROM PARTICIPATING IN SECI'S TENDER

SECI reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the Tender Document, such Bidder may be debarred from participating in SECI's any future tender for a period as decided by the competent authority of SECI.



# SECTION VI

# FORMS & FORMATS

**Covering Letter**

**(The covering letter should be on the Letter Head of the Bidding Company)**

Date: \_\_\_\_\_

Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

Tel.#:

Fax#:

E-mail address#

To

**Solar Energy Corporation of India Limited  
1st Floor, D-3, Wing A, Religare Building,  
District Centre, Saket, New Delhi – 17**

Sub: Response to Tender Document No-----dated ----- for Tender document for Supply of Measuring Instruments at SECI.

Dear Sir,

We, the undersigned ..... [*insert name of the 'Bidder'*] having read, examined and understood in detail the Tender Document hereby submit our response to Tender Document. We confirm that in response to the aforesaid Tender Document, we including have not submitted more than one response to Tender Document including this response to Tender Document. We are submitting application for Supply Measuring Instruments at SECI.

1. We give our unconditional acceptance to the Tender Document, dated ..... [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Tender Document, the same have been initialled by us and enclosed with the response to Tender Document.
2. We have enclosed EMD of Rs....., in the form of DD/ Pay Order no.....[*Insert DD/Pay Order number*] dated ..... [*Insert date of DD/Pay Order*].
3. We have submitted our response to Tender Document strictly as per Section VI (Forms & Formats) of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

5. Familiarity with Relevant Indian Laws & Regulations:

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.

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

8. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.

9. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.

10. We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_ (Insert date in dd/mm/yyyy) for acceptance (i.e. a period of one hundred and eighty days (180) days from the date of opening of tender).

11. Contact Person

Details of the representative to be contacted by SECI are furnished as under:

Name : .....  
Designation: .....  
Company : .....  
Address : .....  
Phone Nos.: .....  
Mobile Nos.: .....  
Fax Nos. : .....  
E-mail address : .....

12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

**Format-II**

**GENERAL PARTICULARS OF THE BIDDER**

Name of the Company/Bidder	
Registered Office Address in case of Company	
Address of the Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the Bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Reference of any document information attached by the Bidder other than specified in the Tender Document	
Bank Details (Name, Account No, IFSC Code)	
PAN /Service Tax Registration No	

(Signature of Authorized Signatory)

**FORMAT FOR PERFORMANCE SECURITY BANK GAURANTEE**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Bidder') submitting the response to Bid inter alia for "Supply Measuring Instruments at Solar Energy Corporation of India Limited (SECI)" in response to the Tender dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of .....[insert the name of the selected Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award No ----- to (Insert Name of selected Successful Bidder) as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s -----, if applicable ]. As per the terms of the tender, the \_\_\_\_\_ [insert name, branch code & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected Successful Bidder]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only).

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected Successful Bidder] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

**Notice Inviting Tender for the Procurement of Measuring Instruments**



The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder , to make any claim against or any demand on the selected Successful Bidder or to give any notice to the selected Successful Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Successful Bidder

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Power of Attorney No. \_\_\_\_\_

For \_\_\_\_\_ [Insert Name of the Bank] \_\_\_\_\_

Banker's Stamp and Full Address. Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_ Witness:

1. ....  
Signature  
Name and Address

2. ....  
Signature  
Name and Address

**Notes:**

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.
3. **Bank Contact Details & E Mail ID is to be provided**

**Format-IV**

**FORMAT FOR EARNEST MONEY DEPOSIT**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

Ref. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Date: \_\_\_\_\_

In consideration of the ----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for selection of the Project in response to the NIT No. \_\_\_\_\_ dated \_\_\_\_ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the NIT of .....[insert the name of the Bidder] as per the terms of the NIT, the \_\_\_\_\_ [**insert name & address of bank**] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount] only, on behalf of M/s. \_\_\_\_\_ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [insert date of validity in accordance with NIT] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [insert date of validity in accordance with NIT]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this

**Notice Inviting Tender for the Procurement of Measuring Instruments**



BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ [Date to be inserted on the basis of this NIT] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_ [Insert Name of the Bank] \_\_\_\_\_

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

**Bank Contact Details & E Mail ID is to be provided**



**Format-V**

**FINANCIAL PROPOSAL**

**Covering Letter**

**(On Bidder's letter head)**

[Date and Reference]

To,

**Solar Energy Corporation of India Limited**

**1st Floor, D-3, Wing A, Religare Building,**

**District Centre, Saket, New Delhi – 17**

**Sub: Response to Tender Document for Supply Measuring Instruments at SECI vide Tender Document No.-----**

Dear Sir,

I/ We, \_\_\_\_\_ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our company for Supply Measuring Instruments at SECI as a Bidder.

I/ We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of tender or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the Tender Document.

**FINANCIAL PROPOSAL**

Sl. No.	Description of Item	Quantity (Nos)	PRICES (IN INR)				
			Unit FOR Delivered Price (Prices Excluding Taxes and Duties)	Total FOR Delivered Price (Total Prices Excluding Taxes and Duties)	Total Applicable Taxes & Duties {i.e. ED, CST/VAT, Entry Tax etc.}	Total Price including all Taxes & Duties	Total Price including all Taxes & Duties in Words
1	2	3	4	5 = 3 * 4	6	7 = 5 + 6	8 = 7
A	Supply of Digital Multimeter	2					
<b>Sub Total Price - A</b>							
B	Supply of Digital Clamp Meter	2					
<b>Sub Total Price - B</b>							
C	Supply of Infrared Camera	1					
<b>Sub Total Price - C</b>							
D	Supply of Coating Thickness Gauge	1					
<b>Sub Total Price - D</b>							
E	Supply of Digital Micro meter	1					
<b>Sub Total Price - E</b>							
F	Supply of Digital Vernier Calliper	1					
<b>Sub Total Price - F</b>							
G	Supply of Solar Testing Kit	1					
<b>Sub Total Price- G</b>							

**Notice Inviting Tender for the Procurement of Measuring Instruments**



H	Supply of Solar Power Meter with Wire Sensor	4				
<b>Sub Total Price- H</b>						
<b>GRAND TOTAL COST (A+B+C+D+E+F+G+H)</b>						
<b>GRAND TOTAL COST (A+B+C+D+E+F+G+H) IN WORDS</b>						

**Important Note:**

1. All Duties, Taxes [applicable for both Centre and state] and other levies [if any] payable by the Bidder under the Contract, or for any other cause, shall be included in the rates / prices and the total Bid-price submitted by the Bidder. Applicable rate of Taxes & Duties will be required to indicate separately as mentioned in the format, so that accordingly Contract Agreement (CA) can be signed off with the successful Bidder.
2. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
4. If there is a discrepancy in the Unit Rate mentioned against each individual item & the total price, then the unit rate for the items individually will be taken as final & binding
5. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, SECI reserves the right to take decision accordingly.
6. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
7. All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will be not considered.

Authorized Signatory

Name

Designation

Name of the Company

Address

**Format VI**

**Technical Bid**

**FORMAT & REQUIREMENTS**

1. Tender Ref. No: .....
2. Name of Tenderer: .....
3. Complete office address of Tenderer
4. Contact details of authorized person of tenderer who have signed the tender.
  - a. Name.....
  - b. Designation.....
  - c. Phone (Office).....
  - d. Phone (Mobile).....
  - e. E mail.....
5. Due date & Time of submission of bid: .....
6. Bid Processing Fee (DD number & bank detail) .....
7. EMD payment details (DD number & bank detail/BG Details) .....
8. Submission of technical confirmation to the requirement.

**(1) Digital Multimeters**

**Quantity: 02 Nos**

S. No.	Parameter		Value
1	AC/DC Voltage	Type	True RMS (AC)
		Range	0 – 1000 V
		Accuracy	± (2% + 5)
		Input Impedance	> 10 MΩ
2	AC/DC Current	Type	True RMS (AC)
		Range	0 – 10 A
		Accuracy	± (2% + 5)
3	Resistance	Range	0 – 1 MΩ
		Accuracy	± (2% + 5)

**Notice Inviting Tender for the Procurement of Measuring Instruments**



4	Frequency	Range	0 – 100 kHz
		Accuracy	± (0.1% + 1)
5	Digits		3½

**(2) Digital clamp meter**

**Quantity: 02 Nos**

S. No.	Parameter		Value
1	AC/DC Current	Type	True RMS (AC)
		Range	0 – 400 A
		Accuracy	± (2% + 5)
		Crest factor	≥ 2
2	AC/DC Voltage	Type	True RMS (AC)
		Range	0 – 600 V
		Accuracy	± (2% + 5)
3	Digits		3½
4	Jaw opening		30 mm
5	Measurement of Resistance		
6	Measurement of Frequency		

**(03) Infrared camera**

**Quantity: 01 No**

S. No.	Parameter	Value
1	Spectral response	8 μm to 14 μm (LW)
2	Temperature-sensitivity and calibration range	-20 °C to +120 °C
3	Atmospheric air temperature	-10 °C to +40 °C

4	Thermal sensitivity	NETD $\leq$ 0.1 K at 30 °C
5	Geometric resolution	$\geq$ 320 x 240 pixels
6	Photo camera resolution	Approx.. 30 times of IR camera resolution
7	Absolute error of measurement	$< \pm$ 2 K
8	Adjustable parameters	Emissivity, ambient temperature
9	Adjustable functions	Focus, temperature level and span
10	Measurement functions	Measuring spot, measuring area with average and maximum temperature
11	Calibration	The measuring system (Camera, lens, aperture and filter): The camera has to be traceably calibrated at least every two years. The calibration has to be documented. If the camera is not compliant, it has to be readjusted by the manufacturer.
12	Documentation	Storing of the infrared picture with the radiometric data

**(4) Coating thickness gauge**

**Quantity: 01 No**

S. No.	Parameter	Value
1	Probe type	Ferrous
2	Measurement range	0 – 1000 $\mu$ m
3	Accuracy	$\pm$ 3%
4	Resolution	0.1 $\mu$ m for 0 – 100 $\mu$ m 1 $\mu$ m for 100 – 1000 $\mu$ m

**(5) Digital micrometer**

**Quantity: 01 No**

S. No.	Parameter	Value
1	Measurement range	0 – 25 mm
2	Resolution	1 $\mu$ m
3	Accuracy	$\pm$ 2 $\mu$ m

**(6) Digital Vernier caliper**

**Quantity: 01 No**

S. No.	Parameter	Value
1	Measurement range	0 – 200 mm
2	Resolution	0.01 mm
3	Accuracy	$\pm$ 0.02 mm

**(7) Solar testing kit**

**Quantity: 01 No**

S. No.	Parameter	Value
	I – V Curve Tracer	
1	Voltage Range	0 – 1000 V
2	Current Range	0 – 15 A
3	Number of points	$\geq$ 128
	Sensors	
1	Irradiance range	0 – 1000 W/m <sup>2</sup>
2	Temperature range	0°C to 100°C
3	Inclinometer range	0 – 90°
	Insulation Resistance	
1	Measurement range	0 – 100 M $\Omega$

## Notice Inviting Tender for the Procurement of Measuring Instruments



2	Accuracy	$\pm (5\% + 5)$
3	Resolution	10 k $\Omega$
4	Test voltages	250V, 500V & 1000V
	Earth continuity	
1	Measurement range	0 – 100 $\Omega$
2	Accuracy	$\pm (2\% + 5)$
3	Resolution	11 $\Omega$

### (8) Solar Power Meter with Wire Sensor

Quantity: 04 Nos

S. No.	Parameter	Value
1	Display	3.5 Digits
2	Range	2000 W/m <sup>2</sup>
3	Resolution	0.1 W/m <sup>2</sup>
4	Accuracy	Within +/- 10 W/m <sup>2</sup> or +/-5%, whichever is greater in Sunlight
5	Drift	<+/- 2% per year
6	Sampling Time	Approx 0.25 Seconds
7	Operating Temperature & Humidity	0 Deg C to 50 Degree C , 80% RH

Display & Sensor Units should be separate & connected by a Flexible wire



**Format for Turnover for last 3 (three) financial years**

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

S No	Financial Year	Turnover	Remarks
1	2014-15		
2	2015-16		
3	2016-17		

**In addition to the above, the Bidder has to submit the following documents / information:**

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31<sup>st</sup> March 2017
- ii) In case, audited balance sheet for FY 2016-17 is unavailable, audited balance sheet(s) for FY 2013-14, FY 2014-15 & FY 2015-16 needs to be submitted.

Date:

Signature of Chartered  
Accountant with Seal

Seal and Signature of Tenderer

Witnesses:

**Format VIII**

**"NO DEVIATION" CONFIRMATION**

To,

M/s SOLAR ENERGY COPRORATION OF INDIA LIMITED

SUB:

TENDER NO:

**Dear Sir,**

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**E-Banking Mandate Form**  
**(To be issued on Bidder letter head)**

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
  - a) Name of Bank
  - b) Name of branch
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (current/saving etc.)
  - g) Account Number:
  - h) RTGS IFSC code of the bank branch
  - i) NEFT IFSC code of the bank branch
  - j) 9 digit MICR code

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

(Signature of vendor/customer)

**BANK CERTIFICATE**

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

Date

(Signature of authorized officer of bank)

**Format-X**

**POWER OF ATTORNEY**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

**Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.**

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

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

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

**Signed by the within named**

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

**through the hand of**

**Mr. ....duly authorized by the Board to issue such Power of Attorney**

**Dated this ..... day of .....**

**Accepted**

.....

**Notice Inviting Tender for the Procurement of Measuring Instruments**

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Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

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

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

**WITNESS**

1. ....

(Signature)

Name.....

Designation .....

2. ....

(Signature)

Name.....

Designation .....

**Notes:**

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

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

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

**List of Banks**

<b>1. SCHEDULED COMMERCIAL BANKS</b>	<b>2. OTHER PUBLIC SECTOR BANKS</b>
<b>SBI AND ASSOCIATES</b>	1. IDBI Bank Ltd.
1. State Bank of India	<b>3. FOREIGN BANKS</b>
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
<b>NATIONALISED BANKS</b>	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	<b>4. SCHEDULED PRIVATE BANKS</b>
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.

**Notice Inviting Tender for the Procurement of Measuring Instruments**



15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	