



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



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

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Tender

For

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

At

STPP, Telangana, India

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

Dated: 02/01/2025

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

DESCRIPTION	PAGE NO.
SECTION - I : Invitation for Bids (IFB)	IFB 1-9
SECTION - II : Instructions to Bidders (ITB)	ITB 1-50
SECTION - III : Bid Data Sheets (BDS)	BDS 1-13
Annexure to Bid Data Sheet (BDS) : Qualifying Requirements (QR)	QR 1-11
SECTION - IV : General Conditions of Contract (GCC)	GCC 1-80
SECTION - V : Special Conditions of Contract (SCC)	SCC 1-13
SECTION - VI : Sample Forms & Formats	SFF 1-62
SECTION - VII : Scope of Work & Technical Specifications	Attached as Technical Specifications and relevant Annexures
SECTION - VIII : Schedule of Rates (SOR)/ Price Schedule (PS)/ Format for Price Bid	SOR 1-3



DISCLAIMER

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

Place: New Delhi

Date: 02/01/2025

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



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



SECTION - I

INVITATION FOR BIDS (IFB)

10 MW (AC) Floating Solar
PV Plant

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

IFB
Page 1 of 9

Signature of
Bidder



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

Domestic Competitive Bidding

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

INVITATION FOR BIDS (IFB)

FOR

The Tender

for

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

1.0 INTRODUCTION

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

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

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

**IFB
Page 2 of 9**

**Signature of
Bidder**



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

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

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

2.0 DOMESTIC CONTENT REQUIREMENT:

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

3.0 PUBLIC PROCUREMENT POLICY:

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

4.0 APPROVED LIST OF MODELS & MANUFACTURES:

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

10 MW (AC) Floating Solar PV Plant	<u>Tender No.</u> SECI/C&P/PMC/11/05/2024-25	<u>IFB</u> Page 3 of 9	<u>Signature of Bidder</u>
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Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India

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

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

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

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

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

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

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

10 MW (AC) Floating Solar
PV Plant

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

IFB
Page 4 of 9

Signature of
Bidder



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

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

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



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

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

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

INTERPRETATIONS

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

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

BID INFORMATION SHEET

The brief details of the tender are as under:

10 MW (AC) Floating Solar PV Plant	<u>Tender No.</u> SECI/C&P/PMC/11/05/2024-25	<u>IFB</u> Page 6 of 9	<u>Signature of Bidder</u>
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Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India

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

10 MW (AC) Floating Solar PV Plant	<u>Tender No.</u> SECI/C&P/PMC/11/05/2024-25	<u>IFB</u> Page 7 of 9	<u>Signature of Bidder</u>
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		evacuation system and ground mounted Project capacities and get acquainted with the same before attending Pre-bid meeting.
(L)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	<u>23.01.2025 up to 1400 HRS</u>
(M)	OFFLINE & ONLINE BID OPENING	<u>23.01.2025, 1600 HRS onwards</u>
(N)	FINANCIAL BID OPENING	To be intimated subsequent to the shortlisting of Techno Commercial Bids
(O)	CONTRACTUAL QUERIES CONTACT DETAILS	<p>Sh. A K Naik Executive Director (C&P)</p> <p>Solar Energy Corporation of India Limited (A Government of India Enterprise)</p> <p>6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>E mail: aknaik@seci.co.in Phone: 011-24666215/ 24666366</p>
(P)	TECHNICAL QUERIES CONTACT DETAILS	<p>Sh. Shreedhar Singh Additional General Manager (Projects)</p> <p>Solar Energy Corporation of India Limited (A Government of India Enterprise)</p> <p>6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>E mail: shreedhar.singh@seci.co.in Phone: 011-24666221/ 24666289</p>
(Q)	CONTACT DETAILS OF ETI	<p>M/s Electronic Tender.com (India) Pvt Ltd Registered Office: 6, Jain Mandir Road, New Delhi-110001 Corporate Office: 1001, City Court, M. G. Road, Gurugram - 122002, Haryana Contact Person: ETS Support Team Contact No.: +91-124-4229071, 4229072</p>



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

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

10 MW (AC) Floating Solar PV Plant	<u>Tender No.</u> SECI/C&P/PMC/11/05/2024-25	<u>IFB</u> Page 9 of 9	<u>Signature of Bidder</u>
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Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India



SECTION - II

INSTRUCTION TO BIDDERS (ITB)

10 MW (AC) Floating Solar
PV Plant

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

ITB
Page 1 of 50

Signature of Bidder



TABLE OF CONTENTS

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM CONSORTIUM/ JOINT VENTURE
4. NUMBER OF BIDS PER BIDDER
5. COST OF BIDDING & TENDER PROCESSING FEE
6. SITE-VISIT

[B] BIDDING DOCUMENTS:

7. CONTENTS OF TENDER DOCUMENTS
8. CLARIFICATION OF TENDER DOCUMENTS
9. AMENDMENT OF TENDER DOCUMENTS

[C] PREPARATION OF BIDS:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES/ PRICE SCHEDULE/ BID PRICES
13. GOODS & SERVICE TAX
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT
17. PRE-BID MEETING
18. SIGNING OF BID/TENDER DOCUMENTS
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS
25. EMPLOYER/OWNER RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

[E] BID OPENING AND EVALUATION:

26. BID OPENING
27. CONFIDENTIALITY



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

28. CONTACTING THE EMPLOYER/ OWNER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION OF BIDS & e-REVERSE AUCTION
33. COMPENSATION FOR EXTENDED STAY
34. PURCHASE PREFERENCE

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

35. NOTIFICATION OF AWARD
36. SIGNING OF CONTRACT AGREEMENT
37. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
38. IMPLEMENTATION OF INTEGRITY PACT
39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE (MSEs)
40. RISK OF REJECTION
41. INCOME TAX & CORPORATE TAX

[G] ANNEXURES:

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
2. ANNEXURE-II: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)



Preamble

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

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

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

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



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

[A] - GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

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

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

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

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



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

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

2.4 Bidder shall not be affiliated with an entity:

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

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

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

3 BIDS FROM CONSORTIUM/ JOINT VENTURE

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

4 NUMBER OF BIDS PER BIDDER

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

5 COST OF BIDDING & TENDER PROCESSING FEE

5.1 COST OF BIDDING

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

5.2 TENDER PROCESSING FEE (NON-REFUNDABLE)

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



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

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

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

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

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

6 SITE VISIT

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

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

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

[B] - BIDDING DOCUMENTS

7 CONTENTS OF TENDER DOCUMENTS

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

10 MW (AC) Floating Solar PV Plant	<u>Tender No.</u> SECI/C&P/PMC/11/05/2024-25	<u>ITB</u> Page 7 of 50	<u>Signature of Bidder</u>
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Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India

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

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

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

8 CLARIFICATION OF TENDER DOCUMENTS

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

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

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

9 AMENDMENT OF TENDER DOCUMENTS

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



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

Documents by addenda/ corrigendum.

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

[C] - PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

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

11. DOCUMENTS COMPRISING THE BID

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

I. Fundamental Compliance Documents under Offline Mode

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

Contact Persons Name: Mr Sandeep Kumar / Mr Umesh Patidar



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

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

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

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

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

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

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

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

II. Online Documents/Soft Copy

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

II (a) As part of First Envelope

10 MW (AC) Floating Solar PV Plant	Tender No. SECI/C&P/PMC/11/05/2024-25	ITB Page 10 of 50	Signature of Bidder
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Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India

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

II (b) As part of Second Envelope

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

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

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

10 MW (AC) Floating Solar PV Plant	Tender No. SECI/C&P/PMC/11/05/2024-25	ITB Page 11 of 50	Signature of Bidder
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Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

sole discretion of EMPLOYER/ Owner.

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

14 BID CURRENCIES:

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

15 BID VALIDITY

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

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



16 EARNEST MONEY DEPOSIT (EMD)

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



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

deviations or conditional bid.

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

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

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

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

17 PRE-BID MEETING

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

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

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

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

18 SIGNING OF BID/TENDER DOCUMENT

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

19 ZERO DEVIATION AND REJECTION CRITERIA

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



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

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

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

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

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

20 **E-PAYMENT**

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

[D] - SUBMISSION OF BIDS

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

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

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

10 MW (AC) Floating Solar PV Plant	Tender No. SECI/C&P/PMC/11/05/2024-25	ITB Page 17 of 50	Signature of Bidder
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Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India

Fundamental Documents for the Tender Document for "Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India"	
Tender Document No.	SECI/C&P/PMC/11/05/2024-25
Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Solar Energy Corporation of India Limited (A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

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

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

22 DEADLINES FOR SUBMISSION OF BIDS

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

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

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

23 LATE BIDS

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

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

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

10 MW (AC) Floating Solar PV Plant	Tender No. SECI/C&P/PMC/11/05/2024-25	ITB Page 18 of 50	Signature of Bidder
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Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance (O&M) for 10 (ten) years of SCCL's 10 MW FSPV project at STPP, Telangana, India

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

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 Modification and withdrawal of bids shall be as follows: -

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document with the due written consent from the authorized signatory of the bidder.

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 21 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

24.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of bidder's EMD, if applicable pursuant to clause 16 of ITB and rejection of bid.

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

24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, EMPLOYER shall forfeit EMD, if applicable paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by EMPLOYER/ Owner after following the due procedure.

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

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

[E] - BID OPENING AND EVALUATION

26 BID OPENING

26.1 ***Unpriced Bid Opening:***

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