

# **BID DOCUMENT**

**FOR**

**SELECTION OF CHANNEL PARTNERS FOR SUPPLY AND INSTALLATION INCLUDING COMPREHENSIVE MAINTENANCE OF 5 YEARS FOR GRID CONNECTED ROOF TOP SOLAR PV PROJECT IN RESIDENTIAL BUILDINGS UNDER PM SURYA GHAR MUFT BIJLI YOJANA IN THE STATE OF ARUNACHAL PRADESH**

**BID DOCUMENT NO.: SJVN/RTS/2024-25/Rooftop Solar-4**

TENDER SEARCH CODE (TSC): SJVN-2024-TN000014



**ISSUED BY:**

**SJVN LIMITED, A NAVRATNA CPSE**

(A JOINT VENTURE OF GOVT. OF INDIA & GOVT. OF ARUNACHAL PRADESH)

SJVN LIMITED, SHAKTI SADAN, CORPORATE HEAD QUARTER, SHANAN,

SHIMLA, H.P (171006)

Website: [www.sjvn.nic.in](http://www.sjvn.nic.in),

Email Id: [sjvnrts.contract@sjvn.nic.in](mailto:sjvnrts.contract@sjvn.nic.in)

**CIN No. L40101HP1988GOI008409**

## **DISCLAIMER**

1. Though adequate care has been taken while preparing the BID document, the bidder(s) shall satisfy themselves that the document is complete in all respects. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SJVN Ltd immediately.
2. If no intimation is received from any bidder prior to the last/extended date of submission of BID documents, it shall be considered that the document is complete in all respects and has been received/ acknowledged by the bidder(s).
3. SJVN Ltd. reserves the right to modify, amend or supplement this document.
4. This BID document has been prepared in good faith and on best endeavour basis. Neither SJVN Ltd. 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 the 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.
5. In case of any discrepancy in the documents uploaded on the websites of SJVN Ltd, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: Shimla

Date: .....

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## ACRONYMS

|           |  |
|-----------|--|
| BDS       | Bid Data Sheet                                       |
| CIF       | Cost, Insurance and Freight                          |
| CIP       | Carriage and Insurance paid to (place)               |
| CPM       | Critical Path Method                                 |
| EDI       | Electronic Data Interchange                          |
| EXW       | Ex factory, ex works or ex warehouse                 |
| FCA       | Free Carrier   |
| FOB       | Free on Board  |
| FOR       | Free on Rail / Road                                  |
| FP        | Bid Forms, Procedures & attachments                  |
| GCC       | General Conditions of Contract                       |
| ICC       | International Chamber of Commerce                    |
| IFB       | Invitation for Bids                                  |
| ITB       | Instructions to Bidders                              |
| SCC       | Special Conditions of Contract                       |
| TS        | Technical Specifications and Drawings                |
| UNCITRAL  | United Nations Commission on International Trade Law |
| INCOTERMS | International Rules for interpreting Trade Terms.    |

**Note:** The terms EXW, CIF, etc. shall be governed by the rules prescribed in the current edition of INCOTERMS, published by the international chambers of commerce, Paris, France.

**SECTION - I**  
**INVITATION FOR BIDS**  
**(IFB)**

**SJVN Limited**

(A Joint venture of Govt. of India and Govt. of H.P)

**A Navratna CPSE**

**CIN: L40101HP1988GOI008409**

**PRESS NOTICE**

**BID DOCUMENT No. SJVN/RTS/2024-25/Rooftop Solar – 4**

**TSC No. SJVN-2024-TN000014**

SJVN Limited hereby invites ONLINE bids from the eligible bidders for "**Selection of Channel Partners for Supply and Installation including Comprehensive Maintenance for Grid Connected Roof Top Solar PV Project in Residential Buildings under PM Surya Ghar: Muft Bijli Yojana in the States of Himachal Pradesh, Punjab & Arunachal Pradesh**". An open tender for bidding in Himachal Pradesh & Punjab, and a separate open tender for bidding in Arunachal Pradesh shall be published shortly. The same will be available for download from the websites **[www.sjvn.nic.in](http://www.sjvn.nic.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) and the e-tendering Portal <https://www.bharat-electronictender.com>**. The Bids are to be submitted ONLINE for Himachal Pradesh & Punjab and separately for Arunachal Pradesh on the e-tendering Portal **<https://www.bharat-electronictender.com>**. The prospective bidders are requested to remain updated through above mentioned websites for any clarification or notification concerned with this NIT including the publishing of tender Documents, as no further information will be published separately in respect of this NIT through any other media.

**Dy. General Manager (RTS)**

**SJVN Limited, Shakti Sadan,  
Corporate Office Complex, Shanan,  
Shimla, Himachal Pradesh - 171006**

**INVITATION FOR BIDS (IFB)****1.0 INTRODUCTION**

SJVN LIMITED invites online Bids from eligible bidders (Except JV/Consortium) on a '**Single Stage Two Envelope**' bidding basis (Envelope-I: Techno-Commercial Bid & Envelope- II: Price Bid) for aforesaid Package.

1.1 The Format of Bid submission, Technical specifications, Selection Criteria etc. are available on the e-tendering Portal <https://www.bharat-electronictender.com>. Interested bidders may access the same from the above website as per the following schedule:

**1.2 Bid Information detail:**

| <b>Sr. No.</b> | <b>Description</b>   |   |
|----------------|--|---|
| 1              | BID DOCUMENT No.   | SJVN/RTS/2024-25/Rooftop Solar-4  |
| 2              | BID Date   | 16.12.2024  |
| 3              | Name of Work   | <b>Selection of Channel Partners for Supply and Installation including Comprehensive Maintenance of 5 years for Grid Connected Roof Top Solar PV Project in Residential Buildings Under PM Surya Ghar Muft Bijli Yojana in the State of Arunachal Pradesh.</b>  |
| 4              | Mode of Tender   | Open e-tender (Single Stage, Two Envelope)  |
| 5              | Fee/Cost of BID Document (Non-refundable)                                | <b>Amount: Rs.5,900/-</b> (Indian Rupees Five Thousand Nine Hundred Only) including GST (Rs. 5000+ GST@18% i.e. 900) to be submitted through NEFT/ RTGS transfer in the account of SJVN, along with the response to Bid Document.   |
| 6              | Earnest Money Deposit (EMD)/ Bid Security                                | <b>Rs. 1,10,000/-</b> (Indian Rupees One Lakh Ten Thousand Only) to be submitted either through NEFT/ RTGS transfer in the account of SJVN or in the form of Bank Guarantee as per Format 7.3.  |
| 7              | Date and time for availability of Tender document on e-tendering website | <b>16.12.2024 to 06.01.2025 till 17:00 Hrs</b>  |
| 8              | Date and Venue of Pre-Bid Meeting  | <b>26.12.2024 at 15:00 Hrs</b><br><b>Venue:</b> SJVN Limited, Shakti Sadan, Corporate Head Quarter, Shanan, Shimla, H.P (171006), (In case of change in venue, the same shall be intimated separately <b>OR</b> through Video Conferencing (Link to the Pre-bid meeting is mentioned as below.) <b>MS Team Link:</b><br><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZiMwMzYzNGItNWE4Yy00NWMzLWIyNGEtYWZmYWU0ZjRkZTEw%40thread.v2/0?context=">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZiMwMzYzNGItNWE4Yy00NWMzLWIyNGEtYWZmYWU0ZjRkZTEw%40thread.v2/0?context=</a> |

|    |   |  |
|----|---|--|
|    |   | <a href="#">%7b%22Tid%22%3a%22dadf9410-1403-4b2a-b1b7-610589371a39%22%2c%22Oid%22%3a%22f39a37d7-c9a2-4665-aa44-4fabb4245314%22%7d</a><br><br><b>Meeting ID:</b> 442 396 177 431<br><b>Passcode:</b> Uv72nz28   |
| 9  | Last Date and Time for submission of Online Bids            | <b>07.01.2025 till 11:00 Hrs</b>   |
| 10 | Last Date and Time for submission of Hard Copy of Documents | With in 10 days after last date of bid submission date   |
| 11 | Date & Time of Opening of Technical Bid (Stage-I)           | <b>07.01.2025 at 15:00 Hrs</b>   |
| 12 | Period of Bid Validity                                      | 180 days from the deadline for submission of bids.   |
| 13 | Currency of Bid   | Indian Rupees (INR)  |
| 14 | Contact Details of ISN- ETS Portal                          | M/s ISN Electronic-Tender Services Pvt. Ltd., Gurugram<br>Contact Person: ISN-ETS Support Team Customer<br>Support: +91-124 4229071, 4229072<br>(From 10:00 Hrs to 18:00 Hrs on all working Days i.e. <b>Monday to Friday except Govt. Holidays</b> ) Email: support@isn-ets.com |

1.3 Bid with relevant documents should be uploaded only on e-tendering Portal <https://www.bharat-electronictender.com> by the due date and time as mentioned above.

1.4 The bid document can also be downloaded from the website [www.sjvn.nic.in](http://www.sjvn.nic.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) and e-tendering Portal <https://www.bharat-electronictender.com>.

1.5 All future amendments/ corrigendum/ addenda/ clarifications, if any, shall be uploaded on the e-tendering Portal <https://www.bharat-electronictender.com>, [www.sjvn.nic.in](http://www.sjvn.nic.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in) only. Bidders shall keep themselves updated with all such amendments/ corrigendum/ addenda/ clarifications.

1.6 For the detailed IFB and Bidding Documents please visit at e-tendering Portal <https://www.bharat-electronictender.com> or may contact Dy. General Manager (RTS), SJVN LIMITED, Shakti Sadan, Corporate Head Quarter, Shanan, Shimla, H.P (171006), Email: [sjvnrts.contract@sjvn.nic.in](mailto:sjvnrts.contract@sjvn.nic.in); Tel No: +91 9418457513.

**2.0** The scheme ‘PM - Surya Ghar: Muft Bijli Yojana’ was launched by the Government on 13.02.2024 to promote the adoption of rooftop solar in the residential sector, providing Central Financial Assistance for consumers. Guidelines of the scheme were issued by MNRE on 07.06.2024. Channel Partner to follow the latest guidelines as and when notified. as and when notified. Under this scheme, there is a target to cover 1 crore households before 31.03.2027.

SJVN has registered as a vendor under PM - Surya Ghar: Muft Bijli Yojana and intends to install



rooftop solar PV systems of high quality at a fair price to cover every feasible rooftop in the allocated states with solar PV plants. Three (03) States have been allotted to SJVN Ltd. viz Himachal Pradesh, Punjab & Arunachal Pradesh. **However, this tender is particularly for installation of grid connected rooftop solar in the residential sector in Arunachal Pradesh only.**

For the installation of rooftop solar in the residential sector in the Arunachal Pradesh, SJVN desires to engage Channel Partners who in turn may interface with EPC Vendors as well as the Discoms to complete the installation of the rooftop solar project in Arunachal Pradesh.

The Channel Partners meeting the prescribed Technical and Financial Qualification Requirement (QR) shall be selected based on the lowest evaluated price for Supply, installation and O&M for 05 years of Rooftop Solar Plants.

Total Six number (06 Nos) of channel partners shall be selected for Arunachal Pradesh (i.e L1 bidder and Five (05) non-L1 bidders matching the L1 price in the order of their ranking) and other bidders in addition to the aforesaid 05 non-L1 bidders matching the L1 price (except the Bidder with H1 price) in the state shall be kept in the reserve list.

**Note:** In case responsive bid remain less than Six (06) numbers at final evaluation stage then SJVN will reserve the right to select the numbers of channel partners.

The Channel Partner shall act as an aggregator in the state of Arunachal Pradesh and with the approval of Engineer-in-Charge/ Authorized representative of SJVN, may tie up with multiple EPC vendors to complete the installation of the Solar Project. Channel Partner shall ensure such EPC vendors qualify the sub-QR requirement.

| Sl. No. | States            | Discom  | District                   |
|---------|-------------------|---|----------------------------|
| 1       | ARUNACHAL PRADESH | Department of Power,<br>Government of Arunachal Pradesh | All districts in the state |

The customer enquiries obtained on the National Portal shall be directed to Channel Partners by SJVN.

#### (i) Responsibilities of SJVN

1. SJVN is registered on the PM Surya Ghar Portal for the Arunachal Pradesh.
2. Approval of design/data sheet of the make and Models of modules, inverters, solar meter, cables, and module mounting structure.
3. Assistance & Coordination with NPIA for portal issues.
4. Performance Guarantee (PG) tests shall be verified by SJVN randomly as per SJVN's discretion. SJVN may also opt for third-party verification.

#### (ii) Roles & Responsibilities of Channel Partner

1. Shall identify the potential beneficiaries and make them aware of the scheme and the benefits of the PM- Surya Ghar Muft Bijli Yojana
2. Shall act as an aggregator of the requests received through SJVN on the portal.
3. Shall carry out site visit to the customer's premises within Seven (07) days of receipt of communication from SJVN and shall submit a report to SJVN about the technical feasibility for setting up rooftop solar PV project and impediments/obstacles in the site,

- if any.
4. Shall execute the work either himself or through enlisted EPC vendors and also make timely payment to them.
  5. Identification and enlistment of vendors meeting the qualification requirements specified by SJVN, at its discretion may randomly verify the sub-QR documents of EPC vendors.
  6. Shall ensure that assigned work has been executed within the given timeframe including Comprehensive AMC for 05 years.
  7. Compliance of the technical specifications & quality control and standards for all components of RTS systems and its installation procedure.
  8. Conduct the instantaneous Performance Ratio (PR) test & there after submit the report to SJVN.
  9. Collect the capex cost for solar installation from Customers and deposit in SJVN Account.
  10. Shall facilitate disbursement of subsidy to customers.
  11. Establish helpdesk for customer management.
  12. Any reasonable additional cost and expense incurred by the Channel Partner in following the instructions from the Customer to overcome such physical conditions or any artificial obstructions or if the customer desired customized solution, the extra cost shall be paid by the Customer to the Channel Partner separately and SJVN shall not be responsible for payment of such additional works and guarantees associated with such additional works.
  13. The Channel partner shall facilitate the signing of the Customer agreement (Format - 7.13) with SJVN and submit it to SJVN.
  14. The Channel partner shall submit the customer feedback form (Format no.7.21 & Format 7.22) for each customer after commissioning and thereafter every year for CAMC and submit it to SJVN.
  15. Detailed scope of work is provided in the Technical Specification (Section VI) of bidding document.
- 3.0** Detailed technical specifications, scope of work and terms & conditions are given in the Bidding Documents, which are available at the e-tendering Portal <https://www.bharat-electronictender.com>

***\*Bidders are advised to visit the e-tendering Portal for updated bidding schedule of the Tender.***

**\*\*It is to be noted that “No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last/extended date of submission of BID documents.**

**\*\*\* All the bidders are requested to get themselves registered well in advance and no extra time will be considered for the delay in on-line Vendor Registration, if any. In case bidders wait till the last moment for registration/uploading of Bids, and if any technical problem is encountered at that time and the closing time may elapse, SJVN Ltd. shall not be responsible in any manner for such delay/ or any other reason thereof.**

**Note: Bidders (Channel Partners) are advised to collect all necessary information under the scheme as mentioned in the MNRE guidelines and must apprise themselves of all the**

relevant guidelines as and when notified and **NO ADDITIONAL CLAIM** shall be entertained in this regard.

#### **4.0 Cost of Bid document & Bid Security/EMD**

**4.1 Cost of Bid document (Non-refundable):** Cost of bid document of Rs. 5900/- including GST (Rs. 5000+ GST@18% i.e. 900) to be credited in SJVN's account before last date and time for availability/downloading of the Tender document, by the bidder at below mentioned bank account number of SJVN.

#### **4.2 Bid Security/EMD:**

All bids must be accompanied by Bid Security/EMD for an amount of **INR 1,10,000/- (Indian Rupees One Lakh Ten Thousand only)** in the form as stipulated in the Bidding Documents. However, no interest will be paid against retained security deposit amount.

The Bid security may be submitted in following form:

- i) Through NEFT/RTGS/other online payment mode
- ii) In the form of Bank Guarantee from any Indian nationalized bank/scheduled bank in India as per Format 7.3.

**Note: MSEs are not exempted from submission of Cost of bid document & EMD/Bid Security amount. The bidder has to upload copy of payment receipt of bid document cost & Bid Security EMD in techno-commercial bid.**

**ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY/EMD & BID DOCUMENT COST, SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED. BIDDER SHALL SUBMIT THE PROOF OF E-PAYMENT IN SEPARATE SEALED ENVELOPE OR IN THE E-TENDERING PORTAL, IF BID SECURITY AND BID DOCUMENT COST SUBMITTED THROUGH ELECTRONIC FUND TRANSFER.**

#### **5.0 BANK DETAILS FOR NEFT PAYMENT**

Account Name : SJVN LTD RTS ARUNACHAL PRADESH  
 A/c No : 43165282158  
 Name of Bank : State Bank of India  
 Branch : South Ext Part II New Delhi  
 IFSC Code : SBIN0003219

#### **6.0 Qualifying Requirement of Bidder**

The Bidder's Qualifying requirement comprising Technical QR & Financial QR for selection of channel partner defined as under:

##### **1) Technical QR**

The Bidder should meet one of the following criteria:

- i. The Bidder must have experience in Design, Supply, Installation and Commissioning of Grid Connected Rooftop Solar Photo Voltic (SPV) Power Plants in India with a minimum cumulative capacity of 100 kWp during last seven (07) years prior to the last day of month previous to the one in which the Bid is invited.

**OR**

- ii. Manufacturer of solar PV modules listed in the latest list of ALMM published by MNRE. Bidder's name should be in the latest list of ALMM published by MNRE.

**OR**

- iii. Distributor/dealer of solar PV modules who should have supplied modules of cumulative capacity of at least 1 MWp during last seven (07) years prior to the last day of month previous to the one in which the Bid is invited. The bidder should submit valid Dealer/ distributor certificate, issued by the Solar PV modules manufacturer and should provide purchase order copies/ invoices in support of 1 MWp cumulative capacity.

**Note: In support of above the bidders are required to submit the following document**

- a) **For Sr. No. i,** Experience/Completion certificate and work order from employer should be submitted along with the bid to substantiate experience in all cases. In case evidence of work experience against QR is issued by non-governmental organization; copy of TDS/26AS issued by employer against the said work is required to be submitted by the bidder.
- b) **For Sr. No. ii,** the bidder shall submit the documentary evidence for ALMM registration of Manufacturer of solar PV modules by MNRE.
- c) **For Sr. No. iii,** the bidder shall submit the valid Dealer/ distributor certificate, issued by the Solar PV modules manufacturer and should provide purchase order copies/ invoices in support of 1 MWp cumulative capacity.
- d) Micro and Small Enterprises (MSEs) are not exempted from the condition of prior experience and prior turnover.
- e) The bidder shall be individual/ proprietary/ company/LLP/partnership firm, in this regard have to submit copy of their valid PAN & GST Registration
- f) In case of company, the bidder shall submit copy of valid registration of company along with MOA & AOA.
- g) The experience of a holding company will be considered as experience of affiliate or vice-versa. CA certificate confirming the relationship between affiliate entity and the bidding entity along with attested shareholding certificate is to be submitted in this regard.
- h) Other Document/Forms duly filled by bidder required to be submitted as under:
  - i. Tender Form as per Format 7.1
  - ii. Bidder/ Channel Partner Information as per Format 7.2
  - iii. Bank Guarantee for Bid Security (EMD) Form as per Format 7.3
  - iv. Details Regarding Ex-Employees of SJVN Limited as per Format 7.4
  - v. Power of Attorney as per Format 7.5
  - vi. Board Resolution if applicable
  - vii. Declaration of Bidder/Channel Partner as per Format 7.6
  - viii. No Deviation Certificate as per Format 7.7
  - ix. RTGS/ NEFT Payment Details of bid document cost & EMD as per Format 7.8

- x. Details of Bidder's Bank Account as per Format 7.9
- xi. Form of declaration of local content as per Format 7.10
- xii. Pre-Contract Integrity Pact as per Format 7.11
- xiii. Financial Strength - (Details pertaining to Turnover Criteria of Qualification Criteria) as per Format 7.12
- xiv. Certificate of Full Compliance on ITB Clause Titled "Restrictions on Procurement from a Bidder of a Country Which Shares a Land Border with India" as per Format 7.16.

## 2) Financial QR:

- a. The average annual turnover of the Channel Partner should not be less than **₹16.50 Lakh** during the preceding three (03) financial years ending of 31 March 2024 i.e. FY 2021-22, FY 2022-23 & FY 2023-24.

### Notes for Financial QR:

- i. In support of above, reports on the financial standing, such as balance sheets, profit and loss statements and auditor's reports (if applicable) for the past three (03) financial years shall be submitted by the Bidder with the Bid.
- ii. Further, in case where Audited Financial result for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover duly certified by their Statutory Auditor / Certified Public Accountant / Chartered Accountant (if audit is not mandatory) carrying out the Statutory Audit shall be submitted with the Bid along with copy of appointment letter of the Statutory Auditor.
- iii. Other income shall not be considered for arriving at annual turnover.
- iv. "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India,
- v. For Turnover indicated in foreign currency, the exchange rate as on seven (07) days prior to Techno Commercial Bid Submission date shall be used.

**7.0** A complete set of Bidding Documents may be downloaded by any interested Bidder from the e-Tender Portal as per specified schedule. The tender is invited under e-tendering process. The bidders can enroll themselves on the website <https://www.bharat-electronictender.com>. The use of Digital Signature Certificate (DSC) Class-3 key is mandatory for e-tendering activities. Accordingly, bidders should have Digital Signature Certificate (DSC) key of Class 3 to participate in e-tendering. Bidders, if required, can obtain DSC Class-3 key from agencies authorized by Govt. of India. The e-Tender Portal also has the user manuals with detailed guidelines on enrolment and participation in the bidding process.

No hard copy of Bidding Documents shall be issued. ***Bids shall be submitted ONLY at the e-Tender Portal i.e. <https://www.bharat-electronictender.com>***

**8.0** Class-I local suppliers only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement Order. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids. In this regard, the bidder has to submit **"FORM OF DECLARATION FOR LOCAL CONTENT" as per Format - 7.10. (Mono-Perc Solar Panel Modules>=500 Wp or as per site conditions) Module shall be**

**used and shall be Domestic Modules manufactured from domestic cells as per Domestic Content Requirement (DCR) complied with MNRE Guidelines and shall be from ALMM list (Approved List of Models and Manufacturers) of MNRE. Inverters are to be purchased from Class- I local supplier).**

- 9.0** Any ‘Bidder from a country which shares a land border with India’, as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only, if the bidder is registered with the same competent authority.

However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The bidder has to submit the undertaking in this regard as per Format 7.16.

- 10.0** Transfer of Bidding Documents by one intending Bidder to another is not permissible.
- 11.0** Downloading/Issuance of Bidding Documents and /or submission of Bid shall not construe that the bidder is considered qualified.
- 12.0** SJVN reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 13.0** Interested applicants may obtain further information from the contact details given below during office hours on working days from 10:00 Hrs. to 17:00 Hrs.
- 14.0** Techno-commercial Bid (Part-I) shall be opened on due date/extended date (if any) as per IFB, in presence of the applicants/ bidders who wish to be present at the below mentioned venue. The Proposals/Bids received after closing date and time will not be considered.
- 15.0** Part-II (Price Bid) is to be uploaded & submitted on e-tendering Portal website <https://www.bharat-electronictender.com> only in the prescribed format. No hard copy of the Price Bid shall be accepted.
- 16.0** The Part-II (Price bids) of only those bidders/ Channel Partner will be opened, who are pre-qualified and whose Techno-commercial bid (i.e. Part-I) is substantially responsive to the requirement of the tender documents. The date and time of opening of Part-II (Price bids) will be intimated separately to the technically and commercially acceptable bidders only.
- 17.0** The bidder has to upload/submit all the requisite document as per qualifying requirement in e-tendering website. However, the bidder has to submit in Original (hard copy) the **“Power of attorney”, “Integrity Pact” & “EMD/Bid Security” & “Pass-Phrase” to decrypt the relevant Bid-Part** at the address mentioned below on or before the due date as defined in IFB.
- 18.0** The prospective bidders shall be required to arrange all resources, including Digital Signature and Internet Connections at their own cost, for participating in online tenders/ bids at e-tendering

Portal i.e. <https://www.bharat-electronictender.com>.

- 19.0** Simply fulfillment of eligibility requirement by the bidder shall not be construed as enlisted. Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the bidder/Channel Partner to perform the contract, should the circumstances warrant such assessment in the overall interest of SJVN Limited.

**20.0 Address:**

Deputy General Manager (RTS),  
SJVN LIMITED, Shakti Sadan,  
Corporate Head Quarter, Shanan, Shimla,  
H.P (171006),  
Email: [sjvnrts.contract@sjvn.nic.in](mailto:sjvnrts.contract@sjvn.nic.in);  
Tel No: +91 9418457513.

**21.0 Other Instructions**

- i. Bidder has to register on the portal <https://www.bharat-electronictender.com> for submission of bid .
- ii. Go through the helpdesk provided at Annexure – B (Section – VII) regarding submission of Bid/any other query on e-tender portal.
- iii. Class III digital signature (DSC) is required for submission of BID on above portal.
- iv. Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links and take appropriate action. This will prevent hiccups and minimize teething problems during the use of e-tender portal.

----- End of Section -----

**SECTION – II**  
**INSTRUCTIONS TO BIDDERS**  
**(ITB)**



**Table of Clauses – Instructions to Bidders**

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| Clause No.   | INSTRUCTIONS TO BIDDERS (ITB)   |                                      |   |                           |            |   |                               |             |   |                      |            |   |                                      |           |   |                                      |            |   |                               |             |   |                     |              |   |                |
|--------------|---|--------------------------------------|---|---------------------------|------------|---|-------------------------------|-------------|---|----------------------|------------|---|--------------------------------------|-----------|---|--------------------------------------|------------|---|-------------------------------|-------------|---|---------------------|--------------|---|----------------|
|              | <p style="text-align: center;"><b>INSTRUCTIONS TO BIDDERS</b></p> <p style="text-align: center;"><b>A. Introduction</b></p> <p>1.0 <b>Source of Funds</b></p> <p>1.1 Residential Client/Houseowner.</p> <p>2.0 <b>Plant, Equipment and Services</b></p> <p>2.1 For the purposes of these bidding documents, the word "facilities" means the plant and equipment to be supplied and installed, together with the services to be carried out by the Channel Partner and/or Installer under the contract. The words "plant and equipment", "installation services" etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.</p> <p>2.2 <b>Eligible Bidders</b></p> <p>Bidding for the package named in the Bid Data Sheet (BDS) is open to bidders from within the Employer's country only, subject to fulfillment of qualifying requirement of tender as per IFB &amp; conditions specified in ITB Clause <b>“Restrictions on procurement from a Bidder of a country which shares a land border with India”</b>.</p> <p>3.0 <b>Cost of Bidding</b></p> <p>The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p> <p style="text-align: center;"><b>B. The Bidding Documents</b></p> <p>4.0 <b>Content of Bidding Documents</b></p> <p>4.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents. The bidding documents include the following sections:</p> <table><tr><td>Section I</td><td>–</td><td>Invitation for Bids (IFB)</td></tr><tr><td>Section II</td><td>–</td><td>Instructions to Bidders (ITB)</td></tr><tr><td>Section III</td><td>–</td><td>Bid Data Sheet (BDS)</td></tr><tr><td>Section IV</td><td>–</td><td>General Conditions of Contract (GCC)</td></tr><tr><td>Section V</td><td>–</td><td>Special Conditions of Contract (SCC)</td></tr><tr><td>Section VI</td><td>–</td><td>Technical Specifications (TS)</td></tr><tr><td>Section VII</td><td>–</td><td>Forms and Annexures</td></tr><tr><td>Section VIII</td><td>–</td><td>Price Schedule</td></tr></table> <p>4.2 The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s</p> | Section I                            | – | Invitation for Bids (IFB) | Section II | – | Instructions to Bidders (ITB) | Section III | – | Bid Data Sheet (BDS) | Section IV | – | General Conditions of Contract (GCC) | Section V | – | Special Conditions of Contract (SCC) | Section VI | – | Technical Specifications (TS) | Section VII | – | Forms and Annexures | Section VIII | – | Price Schedule |
| Section I    | –   | Invitation for Bids (IFB)            |   |                           |            |   |                               |             |   |                      |            |   |                                      |           |   |                                      |            |   |                               |             |   |                     |              |   |                |
| Section II   | –   | Instructions to Bidders (ITB)        |   |                           |            |   |                               |             |   |                      |            |   |                                      |           |   |                                      |            |   |                               |             |   |                     |              |   |                |
| Section III  | –   | Bid Data Sheet (BDS)                 |   |                           |            |   |                               |             |   |                      |            |   |                                      |           |   |                                      |            |   |                               |             |   |                     |              |   |                |
| Section IV   | –   | General Conditions of Contract (GCC) |   |                           |            |   |                               |             |   |                      |            |   |                                      |           |   |                                      |            |   |                               |             |   |                     |              |   |                |
| Section V    | –   | Special Conditions of Contract (SCC) |   |                           |            |   |                               |             |   |                      |            |   |                                      |           |   |                                      |            |   |                               |             |   |                     |              |   |                |
| Section VI   | –   | Technical Specifications (TS)        |   |                           |            |   |                               |             |   |                      |            |   |                                      |           |   |                                      |            |   |                               |             |   |                     |              |   |                |
| Section VII  | –   | Forms and Annexures                  |   |                           |            |   |                               |             |   |                      |            |   |                                      |           |   |                                      |            |   |                               |             |   |                     |              |   |                |
| Section VIII | –   | Price Schedule                       |   |                           |            |   |                               |             |   |                      |            |   |                                      |           |   |                                      |            |   |                               |             |   |                     |              |   |                |

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|            | risk and may result in rejection of its bid.  |
| 4.3        | <p><b>Mode of Tendering</b></p> <p>The Bid is invited under Open e-tendering process. The bidding documents shall be published on the e-tendering Portal at <a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a>. The bidders can enroll themselves on the e-tendering portal. The use of Digital Signature Certificate (DSC) key is mandatory for e-tendering activities. Accordingly, bidders should have Digital Signature Certificate (DSC) key of Class 3 to participate in e-tendering. Bidders, if required, can obtain digital signature certificate (DSC) Key of Class 3 from agencies authorized by Govt. of India. The said portal also has the user manuals with detailed guidelines on enrollment and participation in the bidding process.</p> |
| 5.0        | <p><b>Clarification on Bidding Documents</b></p>  |
| 5.1        | <p>A prospective Bidder requiring any clarification to the bidding documents may notify the Employer through e-mail at the address indicated in Bid Data Sheet (BDS). The Employer will respond to any request for clarification or modification of the bidding documents that it receives no later than the last date of receipt of queries as specified in Invitation for Bids (IFB). The Employer will post the clarifications at e-Tender Portal and Bidders can view these clarifications once they are posted at the portal. Bidders are also advised to regularly check at e-Tender Portal regarding posting of clarification, if any.</p>   |
|            | <p>Further, no queries from Bidders shall be entertained after last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified in IFB. Accordingly, any query(ies) received from Bidders after the cut-off date shall not be considered and bidders to submit the bid based on the bidding documents (and amendments/ Errata/ Clarifications etc. thereof) issued.</p>   |
| 6.0        | <p><b>Amendment to Bidding Documents</b></p>  |
| 6.1        | <p>At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p>   |
| 6.2        | <p>The amendments will be posted at e-Tender Portal for viewing by the Bidder. The amendments will be binding on Bidders, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are also advised to regularly check e-Tender Portal regarding posting of Amendment, if any.</p>   |
| 6.3        | <p>In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids. Bidders are also advised to regularly check e-Tender Portal regarding extension of bid submission time, if any.</p>  |
|            | <p style="text-align: center;"><b>C. Preparation of Bids</b></p>  |
| 7.0        | <p><b>Language of Bid</b></p>   |

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|            | <p>The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern.</p> <p>The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p> <p><b>8.0 Documents Comprising the Bid</b></p> <p>Single Stage Two Envelope Bidding Procedure shall be followed for the subject package as under:</p> <p>Envelope-I : Techno-Commercial Bid<br/>Envelope-II : Price Bid</p> <p>The bidder has to submit Techno-Commercial Bid (Envelope-I) and Price Bid (Envelope-II) through e-Tender Portal only. In addition, the documents mentioned in clause no. 8.1.1 have also to be submitted in Original in physical mode before the last date &amp; time of submission as per IFB. To submit their bid through electronic mode at the e-Tender Portal, bidder has to use their digital signature certificate keys. The bidders are requested to download the entire bidding documents from the e-Tender Portal.</p> <p><b>8.1 Techno-Commercial Bid (Envelope-I)</b></p> <p>The Techno-Commercial Bid shall comprise of the following:</p> <p><b>8.1.1 Documents to be submitted through physical mode:</b><br/>Documents to be submitted in <b>physical form</b> in separate sealed envelope (s) duly marked in accordance with ITB clause 15.1 i.e. “Sealing and Marking of Physical Documents”:</p> <p><b>(a) Bid Security/EMD</b></p> <p>Bid security/EMD shall be furnished in accordance with ITB Clause 12. The bid must be accompanied by Bid Security/EMD for an amount of <b>INR 1,10,000/- (Indian Rupees One Lakh Ten Thousand only)</b> in the form as stipulated in the Bidding Documents.</p> <p>However, no interest will be paid against the retained Bid security amount.</p> <p>The Bid security may be submitted in the following form:</p> |

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|            | <p>i) Through NEFT/RTGS/other online payment mode</p> <p>ii) The bid security may be accepted in the form of a Bank Guarantee from any Indian nationalized bank/scheduled bank in India as per Format 7.3. The bid security/EMD against EMD is normally to remain valid for a period of Ninety (90) days beyond the bid validity period.</p> <p>Bidder can also submit the Bid Security/EMD Online prior to the last date and time for submission of Bid through NEFT/RTGS transfer in the account of SJVN Limited as per details given below:</p> <p>Account Name : SJVN LTD RTS ARUNACHAL PRADESH<br/> A/c No : 43165282158<br/> Name of Bank : State Bank of India<br/> Branch : South Ext Part II New Delhi<br/> IFSC Code : SBIN0003219</p> <p>In such case, upon successful e-payment of the Bid Security/EMD to SJVN's bank account, payment details shall be submitted by the bidder as a part of its bid, in the e-tendering portal and in a separate sealed envelope, as a proof of e- payment of Bid Security.</p> <p>If bid security/EMD payment receipt is submitted online, then physical documents are not required.</p> <p><b>(b) Power of Attorney</b></p> <p>A power of attorney, duly notarized by a Notary Public, indicating that the person signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 13.</p> <p>The Authority of the person issuing the Power of Attorney shall also be submitted.</p> <p>i. In case of a General Power of Attorney, a true copy of the POA shall be duly notarized by Notary Public along with a declaration from the Company Secretary /Corporate Secretary endorsing the validity of the Power of Attorney.</p> <p>ii. In case of a specific Power of Attorney, the original POA along with a copy of the resolution of Board of Directors for the specific appointment. In case of delegation by a General POA holder, the documents as sought under i) above shall be submitted along with the original specific POA.</p> <p>The legally authorized signatory having notarized Power of Attorney shall carry out bidding process through portal under his own Digital Signature Certificate (DSC).</p> |

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| 8.1.2      | <p><b>(c) Integrity Pact</b><br/>The bidders are required to submit duly signed Integrity Pact in Physical form as per prescribed in Format 7.11.</p> <p>All the above-mentioned documents are to be submitted through speed post/courier at below mentioned address:</p> <p>Dy. General Manager (RTS),<br/>SJVN LIMITED, Shakti Sadan,<br/>Corporate Head Quarter, Shanan, Shimla,<br/>H.P (171006).</p> <p><b>(d) Pass-Phrase</b> to decrypt the relevant Bid-Part is submitted to SJVN in a sealed envelope before the start date and time of the Tender Opening Event (TOE).</p> <p><b>Documents to be submitted online through e-tender mode:</b><br/>The Bidder/Channel Partner shall submit the following document along with the Techno-commercial Bid (Part-I) at the e-Tender Portal</p> <ul style="list-style-type: none"> <li>i- Bid Security/EMD in the form NEFT/RTGS or Bank Guarantee,</li> <li>ii- Cost of bid document payment receipt</li> <li>iii- Work experience certificate/ all other the documents required as per Qualifying Requirement (QR),</li> <li>iv- Valid PAN &amp; GST Registration certificate</li> <li>v- Company Registration/Firm Registration along with MOA &amp; AOA if applicable</li> <li>vi- Financial turnover of last three FY 2021-22, 2022-23 &amp; 2023-24</li> <li>vii- Power of Attorney and Board Resolution (if applicable),</li> <li>viii- Duly Filled Integrity Pact</li> <li>ix- and other Forms/Annexures as per Section-VII of the tender document</li> </ul> <p>By accepting the GTE, Bidder shall certify their compliance to all provisions of Bidding Documents including but not limited to the following important provisions:</p> <ul style="list-style-type: none"> <li>(a) Full compliance on Qualifying Requirements.</li> <li>(b) ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India”</li> <li>(c) All provisions of the Integrity Pact</li> <li>(d) Conflict of Interest Clause of ITB (Clause No. 38)</li> <li>(e) Declaration regarding Local content (Format 7.10)</li> </ul> |
|            | <p><b>8.1.3 General Technical Evaluation (GTE) Conditions:</b></p> <p>Bidders shall be required to accept the mandatory General Technical Evaluation (GTE) condition of the Tender and submit the requisite declaration/undertaking/forms (as per Section-VII of the tender document) along with the techno-commercial bid:</p> <p><b>Any deviation to the any provision found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication</b></p>  |

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|            | <p><b>whatsoever to the Employer, failing which the bid shall be rejected and bid security shall be forfeited.</b></p> <p><b>Note: The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</b></p>   |
| 8.2        | <p><b>Price Envelope</b></p>   |
|            | <p>The Price envelope submitted by the Bidder shall comprise the Price Schedule &amp; Forms</p>  |
| 8.2.1      | <p>The bidders are required to submit their quoted rate in Price Envelope as per Section-VIII through e-Tender Portal.</p> <p><b>(Bidders may note that Attachments to Price Envelope together with BOQ/Price Schedules <u>should NOT be uploaded in Techno Commercial Bid/Envelope at the e-Tender Portal.</u>)</b></p> <p>Other Attachment (s), if any, shall be as specified in BDS.</p>  |
| 8.3        | <p>Price envelope should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price envelope. If the Technical/commercial matters indicated in Price envelope are found to be in contradiction with the details furnished in Techno-Commercial envelope, the details furnished in Techno-Commercial envelope shall prevail.</p>  |
| 8.4        | <p>The Envelope-I (Techno-Commercial Bid) &amp; Envelope-II (Price) Bid submitted by the Bidder should be without any deviations and strictly in conformity with the provisions of all bidding documents and amendments/ addenda/ corrigenda/errata/clarifications to the Bidding Documents issued by Employer prior to deadline for submission of bids. A conditional Price Bid shall run the risk of rejection.</p>  |
| 9.0        | <p><b>Price Envelope including Price Schedules</b></p> <p>The bidders are required to submit their quoted rate through e-Tender Portal for each Schedule as defined in Price Schedule under Price Envelope as per Section-VIII.</p>  |
| 10.0       | <p><b>Bid Prices</b></p>   |
| 10.1       | <p>Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a “single responsibility” basis such that the total bid price covers all the Channel Partner’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the feasibility assessment, design / engineering, procurement and subcontracting (if any), delivery, civil construction &amp; steel structural works (as applicable), installation, commissioning of the system, CAMC for 05 years, Completion of the facilities and conductance of Guarantee tests for the facilities (if applicable) including all requirements under the Channel Partner’s responsibilities the acquisition of all permits, approvals and licenses, metering and uploading of all documents at National Portal required for disbursement of CFA to customer etc.; the</p> |

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|            | <p>maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract and Technical Specifications.</p> <p>10.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>10.3 Bidders shall give a breakup of the prices in the manner and detail called as per Format Annexure to Section -VIII: Price Break up of Price Schedule in Price Envelope.</p> <p>Further, Bidder are also required to quote single price inclusive of GST for Complete Supply, Installation &amp; CAMC for 05 years for 1 kW Rooftop Solar Plant in Price Schedule. In addition to that, the bidder shall upload the detailed Price Breakup of his quoted price in the Price Schedules (as provided along with Bidding documents) in Price Envelope which consist following activity:</p> <p><b>Schedule No. 1</b> Complete Supply of all Equipment for Rooftop Solar Plant</p> <p><b>Schedule No. 2</b> Installation (including associated Civil Works)</p> <p><b>Schedule No. 3</b> CAMC Price for 05 years</p> <p><b>GST</b> Goods and Services Tax (GST), applicable on Schedules – 1, 2, &amp; 3.</p> <p>10.4 Bidders shall quote their CAMC charges as minimum of 10% of the EPC Price (i.e Supply + Installation).</p> <p>In case CAMC Charges are below the minimum price of 10% of EPC Price, the amount by which it is lower shall be retained from the Ex-Works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of CAMC Period and its certification by the project manager/EIC.</p> <p>The Total Evaluated Bid Price for per KW shall be inclusive of all Taxes, Duties, Levies &amp; charges, including Goods and Services Tax (GST), applicable in the Employer's country as of seven (7) days prior to the deadline for submission of price bids. Further, all Taxes, Duties, Transportation charges, Packing Forwarding charges, Levies &amp; other Charges on the Materials incorporated in Erection and Civil &amp; Allied Works (as applicable) shall also be included in the quoted price &amp; no Separate payment on this account, whatsoever, shall be made by Employer.</p> <p>Due Input Tax credits under GST as per the relevant Govt. Policy, wherever applicable, shall be taken into account by the Bidder while quoting his price.</p> <p>The terms EXW, FOB, CIF, etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, Cours Albert 1er, 75008, Paris, France.</p> |



| Clause No.   | INSTRUCTIONS TO BIDDERS (ITB)   |              |                                  |        |               |              |                       |        |                               |           |               |
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| 10.5         | <b>Benefits / Concessional Custom Duty</b><br>Deleted   |              |                                  |        |               |              |                       |        |                               |           |               |
| 10.6         | <b>Price Basis</b><br>The quoted price shall be kept valid for a period of 06 months from the date of notification of enlistment and thereafter SJVN at his own discretion may review the quoted price based on the then prevailing prices/MNRE benchmark.  |              |                                  |        |               |              |                       |        |                               |           |               |
| 11.0         | <b>Bid Currencies</b>   |              |                                  |        |               |              |                       |        |                               |           |               |
| 11.1         | Bidders shall quote all prices in Indian Rupees (INR) only.   |              |                                  |        |               |              |                       |        |                               |           |               |
| 12.0         | <b>Bid Security/EMD</b>   |              |                                  |        |               |              |                       |        |                               |           |               |
| 12.1         | The Bidder shall furnish, as part of its Bid, a Bid Security in a separate sealed envelope for amount <b>INR 1,10,000/- (Indian Rupees One Lakh Ten Thousand only)</b> in the form as stipulated in the Bidding Documents. In case bid security amount is deposited as EFT, Proof of e-payment of Bid Security, shall be submitted in the e-tendering portal and in a separate sealed envelope, as proof of e-payment of Bid Security.  |              |                                  |        |               |              |                       |        |                               |           |               |
| 12.2         | <p>The Bid Security shall, at the Bidder's option, be in the form of Bank Guarantee (as per BG format 7.3) from any Indian nationalized bank/scheduled bank in India in the form acceptable to Employer.</p> <p>Bidder can Submit the Bid Security Online prior to the last date and time for submission of Bid through NEFT/RTGS transfer in the account of SJVN Limited as per details given below.</p> <table data-bbox="487 1276 1380 1470"> <tr> <td>Account Name</td><td>: SJVN LTD RTS ARUNACHAL PRADESH</td></tr> <tr> <td>A/c No</td><td>: 43165282158</td></tr> <tr> <td>Name of Bank</td><td>: State Bank of India</td></tr> <tr> <td>Branch</td><td>: South Ext Part II New Delhi</td></tr> <tr> <td>IFSC Code</td><td>: SBIN0003219</td></tr> </table> <p>Upon successful e-payment of the Bid Security to SJVNs bank account, payment details shall be submitted by the bidder as a part of its bid, in the e-tendering portal or in a separate sealed envelope, as a proof of e-payment of Bid Security.</p> <p>The format of the Bank Guarantee shall be in accordance with the format prescribed at Format 7.3 included in the Bidding Documents. Bid Security shall remain valid for a period of Ninety (90) days beyond the expiry of Bid validity period and beyond any extension of bid validity period subsequently requested under relevant clause of ITB.</p> | Account Name | : SJVN LTD RTS ARUNACHAL PRADESH | A/c No | : 43165282158 | Name of Bank | : State Bank of India | Branch | : South Ext Part II New Delhi | IFSC Code | : SBIN0003219 |
| Account Name | : SJVN LTD RTS ARUNACHAL PRADESH  |              |                                  |        |               |              |                       |        |                               |           |               |
| A/c No       | : 43165282158   |              |                                  |        |               |              |                       |        |                               |           |               |
| Name of Bank | : State Bank of India   |              |                                  |        |               |              |                       |        |                               |           |               |
| Branch       | : South Ext Part II New Delhi   |              |                                  |        |               |              |                       |        |                               |           |               |
| IFSC Code    | : SBIN0003219   |              |                                  |        |               |              |                       |        |                               |           |               |
| 12.3         | MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar/Udyam are not exempted from submission of EMD/Bid Security.  |              |                                  |        |               |              |                       |        |                               |           |               |

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|------------|--|
| 12.4       | <b>Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the employer as being non-responsive and shall not be opened. In case, the bid security is submitted as EFT, the bidder is to submit the proof of e-payment of bid security through sealed envelope as well as in the e- tendering portal along with the techno-commercial bid.</b>  |
| 12.5       | BG against Bid Security issued by a Bank outside India needs to bear stamp duty of appropriate value applicable to the place where BG is to be submitted. The BG may be adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG in India.   |
| 12.6       | Subject to clause 12.8 below, the Bid Security of the Bidder whose Techno-Commercial Bid has not been found acceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid. The Bid Security of the bidders who are unsuccessful (those bidders who are not matching L1 price) expeditiously and other bidders who are eligible for channel partners (those bidders who are matching L1 price) in the reserve list shall be returned within thirty (30) days after signing of Agreement and submission of the required Performance Security Deposit.   |
| 12.7       | The Bid Security of the successful Bidder (i.e. enlisted Channel partners) will be returned within thirty (30) days after signing of Agreement and submission of the required Performance Security Deposit.  |
| 12.8       | <p>The Bid Security may be forfeited:</p> <ol style="list-style-type: none"> <li>If the Bidder withdraws or varies its Bid during the period of Bid validity.</li> <li>If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 24.2 for Arithmetical Correction.</li> <li>If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents.</li> <li>In the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Contract Agreement.</li> <li>If the bidder adopts corrupt or fraudulent practices,</li> <li>In the case of a successful Bidder, if the Bidder fails within the specified time limit to <ol style="list-style-type: none"> <li>Sign the Agreement</li> <li>Furnish the required Performance Security Deposit.</li> </ol> </li> </ol> |
| 12.9       | <p><b>CONFIRMATION OF BGs THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/ SWIFT</b></p> <p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p>  |

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|            | i   | Bank Name    | State Bank of India, CAG Branch  |
|            | ii  | Branch       | CAG Branch   |
|            | ii  | Bank Address | 5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001, |
|            | iv  | IFSC Code    | IFSC code: SBIN0017313   |
| 12.10.1    | Wherever the submission of Bid Security has been prescribed in the Bidding Documents, the Bid must be accompanied by the Bid Security in a separate envelope. The envelope must be clearly marked on top to evidence the presence of bid security and suitable marking instructions to this effect may be included in the bidding documents.  |              |  |
| 12.10.2    | <p>In case the Bid Security is deposited by the Bidder/ vendor to SJVNs bank account, bidder to submit the proof of e- payment of bid security either in separate envelope or in the e-tendering portal. The bid security will be submitted in physical form at the address mentioned in clause 8.1.1, before the deadline for submission date as per IFB.</p> <p>In case of Bidders opting for Bank Guarantee as Bid Security, the bidder is to submit the Original Bank Guarantee in physical form at the address mentioned in clause 8.1.1, before the deadline for submission date as per IFB,</p> <p>Bidders shall also be required to upload the scanned copy of the BG on e- Tender Portal along with techno-commercial bid.</p> |              |  |
| 12.10.3    | <p>The bidder shall be required to submit all the documents in the manner as specified at para 12.10.2 above, to reach Employer before the deadline for submission date as per IFB, <b>failing which its bid shall be rejected as being non- responsive and shall not be opened.</b></p> <p>In such a case, Bidder shall also be required to submit the Original BG in physical form to reach Employer at the address mentioned in Bidding Documents, not later than 10 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.</p>  |              |  |
| 13.0       | <b>Period of Validity of Bids</b>   |              |  |
| 13.1       | The Bid (comprising Techno-Commercial and Price envelope) shall remain valid for a period of one hundred eighty (180) days from the deadline set for submission of Bid. The bid valid for a shorter period shall be rejected by Employer as being non-responsive. Bidder shall be enlisted for a period up to 31.03.2027 and the quoted price shall be kept valid for a period of 6 months from the date of notification of enlistment and shall be reviewed thereafter based on the then prevailing prices/MNRE guidelines.  |              |  |
| 13.2       | In exceptional circumstances, Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by   |              |  |

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| 14.0       | <p>post, or e-mail. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.</p> <p><b>Format and Signing of Bid</b></p> <p>The Bids including all the documents uploaded at the e-Tender Portal shall be digitally signed (using the appropriate class of digital signature prescribed at e-Tender Portal) by a duly authorized representative of the Bidder to bind him to the contract. The authorization shall be indicated by written power of attorney as per ITB Clause 8.1.1 (b) and shall be submitted in physical form in a separate sealed envelope prior to the deadline for submission of bids.</p>  |
| 15.0       | <p style="text-align: center;"><b>D. Submission of Bids</b></p> <p>The Bid [comprising the Bid Form as per Section-VII, together with its Attachments Techno-commercial and price bid along with Breakup of Price Schedules] shall be submitted simultaneously at the e-tender portal through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Physical Copy of the Bid shall be acceptable, except the documents specified to be submitted in physical form as per ITB Clause 8.1.1.</p> <p>Bidder shall upload the completed Bid Form, Attachments pertaining to Techno-commercial envelope along with all Format/annexures under ‘Technical Cover’ at the e-Tender Portal.</p> <p>(No material/information relating to Price Bid shall be included in the Technical Bid. A technical bid containing any information related to price bid may be declared non-responsive).</p> <p>The bidders are required to quote their price in Price Schedule at e-Tender Portal. Further, the detailed break-up of price in the Price Schedules shall be submitted along with Price Bid.</p> <p>(No material/information relating to any technical matters shall be included in the Price Bid).</p> <p><b>Bidder to further ensure that documents uploaded online are being downloaded properly. Employer shall not be responsible for corrupt files, if any, uploaded online by bidder. Further file related to particular Attachment/Schedule including their Format/annexures/ appendices, if any, shall be given name of that Attachment/Schedule only.</b></p> |
| 15.1       | <b>Sealing and Marking of Physical Documents</b>  |
| 15.1.1     | Documents to be submitted in physical form (as brought out at ITB clause 8.1.1) shall be sealed and marked in the following manner:   |

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|            | <p>(i) The bid security furnished in accordance with ITB Clause 12 shall be sealed in a separate envelope duly marking the envelope as "Format 7.3: BID SECURITY".</p> <p>(ii) All other original documents i.e. Payment Receipt of EMD &amp; Cost of Bid Document / Bank Guarantee against EMD, Power of Attorney, Integrity Pact &amp; Pass-Phrase Key required to be submitted in physical form in line with ITB Clause 8.1.1 shall be sealed in a separate envelope duly marking the envelope as "Techno-Commercial Bid – Physical Documents"</p> <p><b>The envelopes shall then be sealed in an outer envelope.</b></p> |
| 15.1.2     | <p>The inner and outer envelopes shall:</p> <p>(a) be addressed to the Employer at the address given in the Bid Data Sheet (BDS), and</p> <p>(b) bear the Package name indicated in the Bid Data Sheet (BDS), the Invitation for Bids number indicated in the Bid Data Sheet (BDS), and the statement "DO NOT OPEN BEFORE [date]," to be completed with the time and date specified in the Bid Data Sheet (BDS), pursuant to ITB clause 16 i.e. 'Deadline for Submission of Bids'.</p>   |
| 15.1.3     | The inner envelopes shall also indicate the name and address of the Bidder.  |
| 15.1.4     | If the outer envelope is not sealed and marked in the manner specified above, the Employer will assume no responsibility for its misplacement.   |
| 16.0       | <b>Deadline for Submission of Bids</b>   |
| 16.1       | Bids (both Techno-Commercial and Price) must be submitted online at e-tender portal not later than the time and date stated in the e-Tender Portal.  |
| 16.2       | The physical documents in line with ITB Clause 8.1.1 shall be submitted within 10 days after bid submission time at the address specified in BDS and Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.  |
| 16.3       | Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Clause 6.0 i.e. 'Amendment to Bidding Documents', in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.   |
| 17.0       | Deleted  |
| 18.0       | <b>Modification and Withdrawal of Bids</b>   |
| 18.1       | The bidder may withdraw or modify its bid after the bid submission as per provision available in the e-tender portal. However, no bid can be withdrawn or modified   |

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|            | subsequent to the deadline prescribed for submission of bids. Bidder may modify and re-submit its bid prior to the deadline prescribed for submission of bids. However, if the bidder once withdraws its bids, it cannot be submitted again.  |
| 18.2       | No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 13. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Sub- Clause 12.8(a).  |
|            | <b>E. Bid Opening and Evaluation</b>  |
| 19.0       | <b>Opening of Bids</b>  |
| 19.1       | <u>Techno-Commercial Bid Opening</u>  |
| 19.1.1     | The Employer will first open Techno-Commercial Bid online in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the Bid Data Sheet (BDS). In the event of the specified date for the opening of bids being declared a holiday for Employer, the bids will be opened at the appointed time on the next working day. All important information and other such details as Employer, at its discretion, may consider appropriate, will be announced at the opening.   |
| 19.1.2     | <b>In case requisite bid security pursuant to ITB Clause 12 are not submitted on e-Tender portal before the stipulated bid submission closing date and time then Bid shall be rejected by Employer as being non-responsive and shall not be opened. In case if it is found that bidder has not uploaded bid security/EMD in either form prescribed in bid document but has deposited bid security amount through NEFT/RTGS in SJVN bank account prescribed in bid document or submitted in form of BG in physical form, then after verification, SJVN may consider his bid.</b>   |
| 19.2       | <u>Price Bid Opening</u>  |
| 19.2.1     | After the evaluation process of Techno-Commercial bid is completed, Employer will inform the eligible Bidders regarding date, time and venue set for the opening of Price Bid via email/e-Tender portal.<br><br>Bidders, whose Techno-Commercial Bid is not substantially responsive or does not meet the Qualification Requirements set forth in the bidding documents shall be rejected and their bid security shall be returned, in accordance with ITB clause 12.6.   |
| 19.2.2     | Price bids of those Bidders, who have been considered qualified and whose Techno-Commercial Bid found to be responsive, will be opened online in presence of the Bidder's authorized representatives who choose to attend. The Employer will open Price Bids at the time, on the date and at the place specified by the Employer. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day. All important information and other such details as the Employer, at its discretion, may consider appropriate, will be announced at the opening. |

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| 19.2.3     | The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer.   |
| 19.2.4     | <b>Whether Reverse Auction applicable: No</b>  |
| 20.0       | <b>Clarification on Bids</b><br><br>During bid evaluation, Employer may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the reference plants declared in the bid for the purpose of meeting Qualifying Requirement specified in Bid Data Sheet (BDS). The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of reference plants in the bid by new/additional plant for conforming to Qualifying Requirement shall be sought, offered or permitted.  |
| 21.0       | <b>PRELIMINARY EXAMINATION OF TECHNO-COMMERCIAL BIDS</b>   |
| 21.1       | Employer will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.   |
| 21.2       | Prior to the detailed evaluation, EMPLOYER will initially determine whether each Techno- Commercial 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, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids. |
| 21.3       | <b>No deviation, whatsoever, is permitted by Employer to any provision of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration.</b>   |
| 21.4       | Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.   |
| 22.0       | <b>QUALIFICATION</b>   |
| 22.1       | Bidders shall certify their compliance on "Qualifying Requirements" of Employer by accepting all the terms and conditions of the tender document.  |

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| 22.2       | <p>Employer, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the Invitation for Bid (IFB). The determination will take into account the bidder's financial capabilities, in particular its contracts, works in hand, future commitments and current litigation. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder, pursuant to ITB Clause 8.1.2 as well as such other information as Employer deems necessary and appropriate.</p> <p>Notwithstanding anything stated anywhere else in the bidding documents, Employer reserves the right to seek in writing information relating to qualifying requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to the Employer.</p>   |
| 22.3       | <p>Not fulfilling the qualifying requirement of tender/bid, will result in rejection of the Bidder's Techno-Commercial Bid in which event Employer will not open the Price Bid of the concerned bidder and his bid security shall be returned in accordance with ITB clause 12.6.</p>   |
| 22.4       | <p>The capabilities of the vendors and Installer, proposed in relevant attachment, will also be evaluated for acceptability. Should a vendor or sub-contractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or sub-contractor without any change in the bid price quoted in Price Proposal, prior to award.</p>   |
| 23.0       | <p><b>EVALUATION OF TECHNO-COMMERCIAL BIDS</b></p>  |
| 23.1       | <p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:</p> <ul style="list-style-type: none"> <li>(a) overall completeness and compliance with the Technical Specifications and Drawings; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.</li> <li>(b) Any other relevant factors listed in the Bid Data Sheet (BDS), General Conditions of Contract, Special Conditions of Contract and Instruction to Bidders, or that EMPLOYER deems necessary or prudent to take into consideration.</li> <li>(c) <b>Functional Guarantees/Warranties/Guarantee Declaration</b><br/>Bidders shall state the functional guarantees (e.g. performance, efficiency, power consumption) of the proposed facilities in response to the Technical Specifications. In case a minimum (or a maximum, as the case may be) level of functional guarantee is specified in the Technical Specifications for the bids to be considered responsive, bids offering plant and equipment with such functional guarantees less</li> </ul> |



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|            | <p>than the minimum specified may be rejected.</p> <p><b>Bidder may note that deviations, variations and additional conditions etc. found anywhere in the bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies with all the conditions of Bidding Documents. In case the Bidder refuses to withdraw deviations, implicit or explicit, found anywhere in the bid, without any financial implication whatsoever to the Employer, the bid shall be rejected and bid security shall be forfeited.</b></p>   |
| 24.0       | <p><b>PRELIMINARY EXAMINATION OF PRICE BID</b></p>   |
| 24.1       | <p>After opening of Price bids, The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p>   |
| 24.2       | <p><b>Arithmetical Correction</b></p> <p>Arithmetical errors will be rectified on the following basis.</p> <p>The Price Bid duly filled in electronic form in conformity with the tender specification on the portal only. The Price Breakup is to be filled in for filling rates of the items to be filled in by the Bidder. The calculation of amount by multiplying the quantities with the rates filled in by the bidder, sub-totals, total etc. shall be done by formulae already provided in excel file format. In case of any discrepancy in the calculations, the rates shall be considered final and the amount calculated by using the same shall be corrected and considered as final. Where ever prices for items is left blank, in the BOQ, it shall be deemed to have been included in other items.</p> <p>The amount stated in the Bid will be adjusted by the employer in accordance with the above procedure for correction of errors and shall be deemed to have the concurrence of the bidder.</p> <p>If the Bidder does not accept such correction of errors, its bid will be rejected, and the bid security will be forfeited in accordance with ITB Sub-Clause 12.8.</p> |
| 25.0       | <p><b>EVALUATION OF PRICE BID</b></p>  |
| 25.1       | <p>The comparison shall be of the EXW Price of Plant and Equipment offered from within the Employer's country, such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the Plant and Equipment, plus the cost of Local Transportation, Insurance Covers, all Installation Services and civil/ structural works required under the Contract, plus the Goods and Services Tax (GST) specified by the Bidder in its Bid</p>   |
| 25.2       | <p>The Employer's evaluation of a bid will take into account the following:</p> <p>(i) The bid prices indicated in Price Schedules Nos. 1 through 3;</p>   |

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|------------|--|--|--|--|--|----|--|--|-----|-----------------|----|------|--------------------------------------|----|-------|------------|----|------|---|----|-----|---------------------------|------------------|
|            | (ii) The corrections pursuant to ITB sub-clause 24.2;  |  |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |
| 25.3       | In case where two or more Eligible Bidders bid the same lowest Quoted amount, Eligible Bidder with highest Turnover shall be declared as Qualified Lowest-1 Bidder.  |  |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |
| 25.4       | Any adjustments in price that result from the procedures indicated in ITB Sub Clause 25.3 shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by Bidders shall remain unaltered.   |  |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |
| 25.5       | The method of evaluation is illustrated below:<br><br><b>Illustrative Method of Evaluation</b><br><br><table><tr><td></td><td></td><td style="text-align: right;">Any Bidder<br/>----- (Equivalent INR) -----</td></tr><tr><td>1.</td><td>Quoted Bid Price<br/>(after considering arithmetical corrections)</td><td></td></tr><tr><td>(i)</td><td>Complete Supply</td><td style="text-align: right;">N1</td></tr><tr><td>(ii)</td><td>Installation (including Civil works)</td><td style="text-align: right;">N2</td></tr><tr><td>(iii)</td><td>CAMC Price</td><td style="text-align: right;">N3</td></tr><tr><td>(iv)</td><td>Applicable GST on Sr. (i), (ii) &amp; (iii)</td><td style="text-align: right;">N4</td></tr><tr><td>(v)</td><td>Total Evaluated Bid Price</td><td style="text-align: right;">N= (N1+N2+N3+N4)</td></tr></table><br>Note: Aforesaid method of evaluation shall be equally applicable for all bidders. |  |  |  | Any Bidder<br>----- (Equivalent INR) ----- | 1. | Quoted Bid Price<br>(after considering arithmetical corrections) |  | (i) | Complete Supply | N1 | (ii) | Installation (including Civil works) | N2 | (iii) | CAMC Price | N3 | (iv) | Applicable GST on Sr. (i), (ii) & (iii) | N4 | (v) | Total Evaluated Bid Price | N= (N1+N2+N3+N4) |
|            |  | Any Bidder<br>----- (Equivalent INR) ----- |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |
| 1.         | Quoted Bid Price<br>(after considering arithmetical corrections)   |  |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |
| (i)        | Complete Supply  | N1   |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |
| (ii)       | Installation (including Civil works)   | N2   |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |
| (iii)      | CAMC Price   | N3   |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |
| (iv)       | Applicable GST on Sr. (i), (ii) & (iii)  | N4   |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |
| (v)        | Total Evaluated Bid Price  | N= (N1+N2+N3+N4)                           |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |
| 25.5.1     | <b>Discovery of Price:-</b> Refer BDS  |  |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |
| 25.5.2     | <b>Procedure of Ranking –</b> Refer BDS  |  |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |
| 25.6       | <b>PREFERENCE TO MAKE IN INDIA</b><br><br><b>Only Bidders complying with the Class I Local Supplier requirement for supply/services for the subject tender are allowed to participate in the tender.</b><br><br>It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting Eligibility for Participation/purchase preference to local suppliers, are hereby issued:<br><br>1.0 Definitions:<br><br>a) 'Local content' means the amount of value added in India which shall, unless   |  |  |  |  |    |  |  |     |                 |    |      |                                      |    |       |            |    |      |   |    |     |                           |                  |

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|            | <p>otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.</p> <p>b) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content. The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%.</p> <p>'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class- II local supplier' but less than that prescribed for 'Class-I local supplier'. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.</p> <p>'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.</p> <p>2.0 Eligibility for Participation/Purchase Preference:</p> <p>Only Class-I Local Suppliers are eligible to Bid. Bids received (if any) from Class II Local Suppliers &amp; Non-Local Supplier shall be out rightly rejected.</p> <p>3.0 Verification of Local Content:</p> <p>3.1 The 'Class-I local supplier' shall be required to provide, in the Bid Form/relevant Attachment of Techno- Commercial Bid, self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier' and shall give details of the location(s) at which the local value addition is made.</p> <p>3.2 In case the total bid price of the supplier / bidder is in excess of INR 10 crore, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.</p> <p>In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.</p> <p>3.3 False declarations will be dealt in line with Make in India Policy.</p> <p>3.4 In case of false declaration / violation of the provision of PPP-MII Order, if a bidder has been debarred / banned by SJVN, then the fact and duration of debarment</p> |

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|            | <p>should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-MII Order) and the Department of Expenditure through Ministry of Power, GOI.</p> <p>3.5 A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference, as applicable, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier'/'Class-II local supplier' shall be required to furnish a confirmation in this regard in the Bid Form/relevant Attachment of Techno-Commercial Bid.</p> <p>4.0 Local Sourcing</p> <p>4.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned in Technical Specifications, as applicable or as per relevant government circular including items in the MNRE Circular Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Renewable Energy (RE) Sector and/or any other applicable circulars/notifications etc, in case such item(s) are Self Manufactured/Bought- out. BIDDER TO REFER LATEST GOVERNMENT GUIDELINES WITH RESPECT TO THE ABOVE.</p> <p>4.2 The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.</p> <p><b>Contacting the Employer</b></p> <p>26.0 Subject to ITB Clause 20.0, no Bidder shall contact Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.</p> <p>26.1 Any effort by a Bidder to influence Employer in bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p> <p><b>F. Award of Contract</b></p> <p>27.0 <b>Award Criteria</b></p> <p>27.1 Subject to ITB Clause 28 (Employer's Right to Accept any Bid and to Reject any or all bids) the Employer will award the Contract to the successful Bidder [whose Techno-Commercial bid has been determined to be substantially responsive and the bidder is determined to be qualified to perform the Contract satisfactorily and whose Price Bid is</p> |

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| <p>27.2</p> <p>27.3</p> <p>27.4</p> | <p>determined to be the lowest evaluated bid.</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his bid security will be forfeited.</p> <p>Deleted</p> <p>The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Clause 3.6 and briefly indicated below:</p> <p>In the case of successful Bidder, the award shall be made as follows:</p> <ul style="list-style-type: none"> <li>• On receipt of request from customer, SJVN shall intimate Channel Partner for feasibility assessment.</li> <li>• Six (06) Channel Partners shall be enlisted for the subject tender. SJVN shall intimate Channel Partner for feasibility assessment of Roof Top Solar capacity on a rotational basis in the ratio of 10:7 i.e. 100 kW to the L1 Channel Partner and 70 kW to the subsequent enlisted channel partners in the order of their ranking who have matched the L1 price and so on. After the intimation for 70 kW to the last enlisted channel partner (i.e. 6th Channel Partner in this case), the first channel partner shall be intimated for subsequent feasibility assessment for 100 kW (cumulative basis), followed by other enlisted channel partner for 70 kW on a rotational basis.</li> </ul> <p>For the avoidance of doubt, intimation from SJVN shall not be split, even if the cumulative capacity for feasibility assessment after the issue of last intimation in the rotational queue exceeds 100 KW/70 KW, as the case may be.</p> <p>Based on feasibility assessment, Sanction Order shall be issued for each installation (i.e. each electricity connection/account number) to the channel partner who has completed the feasibility assessment. Sanction Order shall be issued only after signing of customer agreement and receipt of 100% payment in advance from customer.</p> <p>Channel Partner shall be solely responsible for all liasons with the customer for conversion of feasibility assessment into sanction order. If the feasibility assessments provided to the channel partners could not be turned into sanction orders, the channel partner would not be compensated for the feasibility assessments. Further, intimation for feasibility assessments shall be allocated to the Channel Partner on rotation basis as per the procedure given above and Channel Partner shall not ask for further feasibility assessments citing non conversion of the earlier feasibility assessments allocated into sanction orders. However, notwithstanding the allocation criteria, SJVN reserves the sole right to allocate the feasibility assessment to any of the Channel Partners.</p> <p>Sanction order for any work shall only be given to the Channel Partner who has done the feasibility assessment.</p> |

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|            | <p>Further Sanction order shall be placed on the enlisted channel partner subject to meeting the turnover requirement limit.</p> <p>For the avoidance of doubt, as per financial QR, if the average turnover of the last three financial years of a Channel Partner at the time of opening bids is Rs. 10 Cr, then sanction order shall be issued to the Channel Partners till such time the total sanction order value under installation exceeds or equals to the Rs. 10 Cr. Once the project has been commissioned and the metering started, then sanction order value of such commissioned projects shall not be taken into account for calculation of ceiling limit of award value i.e Rs. 10 Cr.</p> <p>In case, due to any of the following reasons, the sanction order could not be issued to any of the enlisted Channel partner, then next Channel Partner in the reserve list in the order of their ranking shall be issued Sanction order subject to submission of performance security deposit.</p> <ul style="list-style-type: none"> <li>• Cumulative award value of projects under installation exceeds the Average Annual Turnover Criteria limit of the respective Channel Partner. For the avoidance of doubt, Cumulative award value of the projects allocated to a channel partner and under installation in ARUNACHAL PRADESH under PM Surya Ghar Muft Bijli Yojana taken together, exceeds the average annual turnover criteria of the respective Channel partner. However, the projects completed, and the metering started shall not be considered.</li> <li>• Channel Partner is not able to execute the Projects timely.</li> <li>• At times of very high volume of requests received from customers within a very short period of time causing resource crunch for the Channel Partner. This shall be decided at SJVN's discretion.</li> <li>• If the Channel Partner has withdrawn from the enlistment due to not matching the revised price determined by SJVN after every six months.</li> <li>• Termination of enlistment of Channel Partner.</li> </ul> |
| 28.0       | <b>Employer's Right to Accept Any Bid and to Reject Any or All Bids</b>  |
| 28.1       | Employer 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 obligation to inform the affected Bidder or bidders of the grounds for Employer's action.   |
| 29.0       | <b>Notification of Enlistment and Issue of Sanction Order</b>  |
| 29.1       | The Employer will notify the successful Bidder in writing by registered letter or by e-mail that its bid has been accepted and issue the Notification of Enlistment. Post Enlistment of Channel Partner, based on the payments received from the customers (i.e. residential households), SJVN shall issue the sanction Order of committed capacity to enlisted Channel partner as mentioned above.  |

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| 30.0       | <p><b>Signing the Contract Agreement</b></p> <p>On receipt of Employer's notification that its bid has been accepted, Bidder shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with the Employer, as per Proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within 28 days from the date of the Notification of Award.</p>   |
| 31.0       | <p><b>Performance Security</b></p>  |
| 31.1       | <p>The successful bidders/channel partners shall submit the performance security deposit of 5% of discovered price for 100 kW/70kW <b>(100 kW to the L1 Channel Partner and 70 kW to the subsequent enlisted channel partners in the order of their ranking who have matched the L1 price)</b> capacity in either form NEFT/RTGS within 28 days after issuance of letter of enlistment.</p> <p><i>(For example, for L1 Channel Partner: If per kW discovered price is Rs 55,000 then performance security for 100 kW will be = <math>100 * 55,000 * 0.05 = 2.75</math> Lakh)</i></p> <p><i>(For example, for other Channel Partner: If per kW discovered price is Rs 55,000 then performance security for 70 kW will be = <math>70 * 55,000 * 0.05 = 1.925</math> Lakh)</i></p> <p>In case the successful bidders/channel partners have submit Bid Security/EMD in the form NEFT/RTGS at the time of bidding stage, then they have option to convert their Bid Security/EMD in the Performance Security Deposit only after depositing of balance amount of Performance Security Deposit.</p> <p>If the total capacity of sanction order issued to Channel Partner exceeds 100kW/70kW, then additional Performance Security <b>(5% of discovered L1 price for next 100kW/70kW Capacity)</b> shall be submitted additionally and so on for every additional cumulative sanction orders totaling to 100kW/70 kW. If the Channel Partner does not provide additional performance security (5% of discovered L1 price for 100kW/70kW), then the security deposit already held with SJVN, would be forfeited and further order shall not be given to such Channel Partner.</p> <p><u>For avoidance of doubt:</u> Performance Security shall be submitted within 28 days after issuance of letter of enlistment which shall be valid for the first 100kW/70kW sanction order capacity and then whenever sanction orders exceed 100kW/70kW, then additional Performance Security (5% of discovered L1 price for 100kW/70kW) shall be submitted in advance for the next 100 kW/70kW and So on. <b>Subsequent sanction orders exceeding 100kW/70kW shall be issued only after additional Performance Security is submitted.</b> The above Performance Security obtained from the Channel Partners shall be released on request of channel partner on pro rata basis after completion CAMC period of each individual sanction order. i.e. within 28 days on standard date of 1st April or 1st Oct after completion of CAMC period subject to submission of Customer feedback form.</p> |
| 31.2       | <p>The Security Deposit for individual sanction order (calculated on pro rata basis @5% of sanction order amount) may be forfeited:</p> <p>a) In case of fraud.</p>   |

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|  | <p>b) During Inspection, it is found that the installation is not as per technical specification or the approved design documents.</p> <p>c) Supply of critical equipment such as Modules, Inverters, meters, cables are different from the approved Make and Models as per latest ALMM list issued by MNRE.</p> <p>d) Execution &amp; Installation is done with Poor Workmanship.</p> <p>e) Non-responsive to the grievance of the Customers/SJVN/ sub vendors.</p> <p>f) Failure in meeting the requirements in the scope of work.</p>   |
| 32.0                                       | <b>Annulment of Enlistment</b>   |
| 32.1                                       | Failure of the successful Bidder to comply with the requirements of ITB Clause 30 shall constitute sufficient grounds for the annulment of the award and forfeiture of his bid security.   |
| <b>G. Other Instructions Ineligibility</b> |  |
| 33.0                                       | <b>Ineligibility for participation in re-tender/ future tenders</b>  |
| i)   | Notwithstanding the provisions specified in ITB Sub-Clause 12.8 and ITB Clause 32, if a bidder after having been issued the Notification of Award, either does not sign the Contract Agreement pursuant to ITB Clause 30, which results in retendering of the package, then such bidder/Channel Partner shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/Channel Partner shall also be dealt as per the provisions of policy for Debarment from Business Dealings.   |
| ii)  | If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders for a period of 6 months from the date of withdrawal of the bid, and also in re-tendering of this particular package.  |
| iii)                                       | If a bidder after having been issued the Notification of Award/ Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not sign the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in retendering of the package, then such bidder/Channel Partner shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/Channel Partner shall also be dealt as per the provisions of the contract and policy for Debarment from Business Dealings. |
| 34.0                                       | <p><b>Time Schedule (programme of performance)</b></p> <p>The plant and equipment covered by this bidding document are required to be installed, and the facilities are to be completed within the period named in the Bid Data Sheet. Bidders are required to base their prices on the time schedule given in relevant appendix to the form of Contract Agreement (Time Schedule) or, where no time schedule is given, on the completion date(s) given in the Bid Data Sheet. No credit will be given for earlier</p>   |



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| <p>35.0</p> <p>35.1</p> | <p>completion.</p> <p><b>Corrupt or Fraudulent Practices</b></p> <p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, for a period of time as specified in the policy for Debarment from Business Dealings, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p> |
| 35.2                    | Furthermore, Bidders shall be aware of the provision stated in GCC Sub-Clause 42.2.  |
| 36.0                    | <p><b>Pre-Contract Integrity Pact:</b></p> <p>To improve transparency and fairness in the tendering process, SJVN is implementing Integrity Pact. Integrity Pact is deemed as part of the contract so that the prospective bidders are bound by its provisions.</p> <p>The Integrity Pact, signed by all the prospective Bidders and SJVN, shall commit the persons/officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with SJVN shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter Entering into Integrity Pact as per Performa enclosed in the Tender Document is a basic qualifying requirement.</p>   |

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|            | <p>In case of sub- contracting, the Principal Consultant shall be responsible for adoption of Integrity Pact by the sub-Consultant. To oversee the compliance of obligation under the Integrity Pact, Independent External Monitor(s) (IEMs) have been appointed by SJVN. The details are as under:</p> <table><tr><th>Sl. No.</th><th>Name of IEMs</th><th>Address of IEMs</th></tr><tr><td>1</td><td>Sh. Manoj Pant, IFoS (Retd.)</td><td>House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013 (Uttarakhand), Email-mpant2007@gmail.com</td></tr><tr><td>2.</td><td>Sh. Davendra Verma, ISS (Retd.)</td><td>604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G.B. Nagar-201310, Uttar Pradesh Email-verma.davendra@gmail.com</td></tr></table> <p>The Integrity Pact duly signed on behalf of SJVN is given in Section VII: Forms &amp; Format.</p> <p>The Integrity Pact along with its Annexure -A (Guidelines on banning of business dealings) and Undertaking (FORM OF DECLARATION OF ELIGIBILITY) enclosed in the BID Document shall be downloaded, printed and signed by the bidder and the same will be submitted with Bid.</p> <p>The successful bidder shall submit duly executed Integrity Pact on Non-Judicial stamp paper of appropriate value prior to signing of Contract Agreement.</p> |   |  | Sl. No. | Name of IEMs | Address of IEMs | 1 | Sh. Manoj Pant, IFoS (Retd.) | House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013 (Uttarakhand), Email-mpant2007@gmail.com | 2. | Sh. Davendra Verma, ISS (Retd.) | 604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G.B. Nagar-201310, Uttar Pradesh Email-verma.davendra@gmail.com |
| Sl. No.    | Name of IEMs  | Address of IEMs   |  |         |              |                 |   |                              |   |    |                                 |   |
| 1          | Sh. Manoj Pant, IFoS (Retd.)  | House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013 (Uttarakhand), Email-mpant2007@gmail.com                     |  |         |              |                 |   |                              |   |    |                                 |   |
| 2.         | Sh. Davendra Verma, ISS (Retd.)   | 604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G.B. Nagar-201310, Uttar Pradesh Email-verma.davendra@gmail.com |  |         |              |                 |   |                              |   |    |                                 |   |
| 37.0       | <p><b>“Restrictions on procurement from a Bidder of a country which shares a land border with India”</b> in line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the tender:</p>   |   |  |         |              |                 |   |                              |   |    |                                 |   |
| 37.1       | <p>Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in OM referred above.</p> <p>Further, any bidder having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same competent authority as mentioned in OM referred above.</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validityperiod, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p>  |   |  |         |              |                 |   |                              |   |    |                                 |   |

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|            | <p>Further the successful bidder shall not be allowed to sub-contract services/works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned above referred OM.</p> <p>However, the said requirement of registration will not apply to bidders/sub- contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>37.2 “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>37.3 “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>37.4 “Bidders from a country which shares a land border with India” / “Sub contractor from a country which shares a land border with India” / “Entity from a country which shares a land border with India” mentioned in para 37.1 above means:</p> <ul style="list-style-type: none"> <li>a) An entity incorporated, established or registered in such a country; or</li> <li>b) A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d) An entity whose beneficial owner is situated in such a country; or</li> <li>e) An Indian (or other) agent of such an entity; or</li> <li>f) A natural person who is a citizen of such a country; or</li> <li>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ul> <p>37.5 The beneficial owner for the purpose of clause “37.4” above will be as under;</p> <ul style="list-style-type: none"> <li>a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</li> </ul> <p>Explanation-</p> <ul style="list-style-type: none"> <li>i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</li> <li>ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or</li> </ul> |

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| 37.6       | <p>management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>An Agent for the purpose of clause “37.4” is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>[Note:</p> <p>i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.</p> <p>ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]</p> <p>Bidders shall certify their compliance to ITB Clause 37.0 “Restrictions on procurement from a Bidder of a country which shares a land border with India” as per techno-commercial bid form.</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with</p> |

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| <p>38.0</p> <p>38.1</p> <p>38.2</p> | <p>terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices and will be debarred for Business Dealings with SJVN and the contract will be terminated.</p> <p><b>CONFLICT OF INTEREST</b></p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:</p> <ul style="list-style-type: none"> <li>a) they directly or indirectly control, or are controlled by or are under common control of another entity; or</li> <li>b) they have the same legal representative/agent for purposes of their bids;</li> <li>c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or</li> <li>d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or</li> <li>e) Bidder participates in more than one bid in this bidding process.</li> </ul> <p>For the purposes of this clause the term 'control' shall have the following meaning:</p> <p>"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.</p> <p>Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India / State Government.</p> <p>Bidders shall certify their compliance to ITB Clause "Conflict of Interest" as per techno-commercial bid form.</p> <p>Acceptance of above GTE shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Conflict of Interest and its bid is in compliance to this clause. In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> |

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| 39.0       | <p><b>Compilation with terms:</b><br/>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices and will be debarred for Business Dealings with SJVN and the contract will be terminated.</p> <p><b>Exemption (if applicable) – Refer BDS</b></p> |

----- **End of Section** -----