

CORRIGENDUM

Expression of Interest (EoI)

For

The Empanelment of Insurance Broking Firm at Solar Energy
Corporation of India Limited, New Delhi

CLARIFICATIONS

Expression of Interest (EoI) for The Empanelment of Insurance Broking Firm			
BID NO: GEM/2025/B/5799842 Dated: 09.01.2025			
S. No.	Queries	Category (Finance/Technical/Contractual)	Clarifications
1	<p>1. As on date, more than 150 PSU's, Nationalised Banks and Govt companies have issued Insurance Broking tenders and Performance Guarantee isn't a market practice seen in them.</p> <p>2. PBG is more applicable in the manufacturing/ project related setup, not in services industry.</p> <p>3. IRDAI, Insurance regulator has mandated all Insurance Brokers to have a Professional Indemnity policy to cover any losses to their clients due to deficiency in services.</p> <p>Hence, PBG will be a reperition of requirement and is not a standard market practice followed in the Insurance Industry.</p> <p>We request to kindly remove the same</p>	Contractual/Finance	Kindly refer to Amendment 1
2	Please confirm the amount of the Stamp paper to be used	Contractual	INR 100/- Valued Stamp Paper
3	Kindly share the forfeiture clauses, if any, for EMD and CPS	Contractual	EMD for the unsuccessful bidders will be released back within 15 days of issuance of letter of empanelment to the successful bidder
4	Sub-points 2 & 3 talk about payments being released to separate newspapers. This process is Not applicable to this EoI process; hence we request removing/ redrafting these points	Contractual	Not Applicable for this EoI

5	We do believe lawyer play important role in deciding the further course of action when it comes to taking insurance, claim settlement and as & when legal advice required. But having said that that does not limit the role of surveyors and claim settlement team. We understand the requirement to have experienced lawyers in Insurance Broking Company to handle various legal/cliam related matters on behalf of the Client. We Propose to consider no. of lawyers on roll rather than no. of lawyer with atleast 15 years of experience.	Contractual/Technical	Kindly refer to Amendment 2
6	SECI would require assistance from insurers, and Direct Brokers are well-equipped to provide such support. This revision would also ensure maximum participation of brokers in the EOI process. Additionally, we note that Eligibility Criteria 2.1 specifies that the Insurance Broker should be a Direct Broker, which contradicts the evaluation criteria. Aligning these aspects would provide clarity and consistency.	Finance/Technical	Kindly refer to Amendment 3
7	QBS - A high weightage of 15 marks is currently assigned to an average turnover exceeding ₹120 crores. Such a high turnover is typically achieved only by international brokers, who may lack sufficient experience in servicing PSU clients. Therefore, we propose moderating the scale for a more balanced evaluation.	Contractual/Finance	No Changes Proposed
8	QBS - As mentioned certification is asked from Principal officer. We request you to rephrase as below Certification from the Principal Officer/ Authorized Signatory on the Company's letterhead mentioning names, designation, Overall work experience & number of years in the current Insurance Broking firm of all such employees	Contractual	Kindly refer to Amendment 4

9	Format of Board Resolution - Since every company already has a Board Resolution issued, kindly confirm if we can submit our existing Board Resolution instead of creating a new one specifically for this purpose.	Contractual	Kindly refer to Amendment 5
10	Format of Power of Attorney - We have a Board Resolution that mentions the names of authorized signatories as our true and lawful attorneys. Kindly confirm if this can suffice in place of the Power of Attorney	Contractual	Kindly refer to Amendment 6
11	E-Payment Clause: Since premiums are paid to the insurance company, we believe this clause is not applicable to brokers. Kindly confirm.	Contractual/Finance	Not Applicable for this EoI but Format VII "E-Banking Format" needs to be submitted
12	Trade Receivables Discounting System (TReDS) - This clause is applicable to MSME sellers only. Kindly confirm that it does not apply to brokers.	Contractual	Not Applicable for this EoI

AMENDMENTS

Expression of Interest (EoI) for The Empanelment of Insurance Broking Firm			
BID NO: GEM/2025/B/5799842 Dated: 09.01.2025			
S. No.	Section	Original Version	Amendment
1	Bid Information Sheet AND Clause 26, Contract Performance Security of Section III, ITB	<p>PBG - 3% of the premium for a specific work order in the tenure of empanelment AND</p> <p>Insurance broking firm shall submit the required Amount of PBG as mentioned in specific work order which will be issued by the SECI/ Quotation by Insurance Company. Performance Security is to be furnished within 30 (thirty) days of acceptance of quotation by SECI/Issuance of work order by SECI and it should remain valid for a period of 60 (sixty) days beyond the date of Insurance claim period/ Policy validity. The performance security will be forfeited and credited to the SECI's account in the event of a breach of contract by the Broking Firm. It should be refunded to the Broking Firm without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations. For a specific work order requirement, different PBG amount may be asked from bidders on the basis of rating of the insurance company.</p>	<p>PBG - Amount: INR 50,000/- (Indian Rupees Fifty Thousand only) to be submitted in the form of Banker's Cheque/Pay Order/Demand Draft/NEFT/ Bank Guarantee as per the format in Section V, in favor of "Solar Energy Corporation of India Limited, New Delhi" Payable at New Delhi.</p> <p>AND</p> <p>Insurance broking firm shall submit the required Amount of PBG as mentioned in the Bid Information Sheet Performance Security is to be furnished within 30 (thirty) days of Issuance of Letter of Empanelment by SECI and it should remain valid for a period of 60 (sixty) days beyond the last date of empanelment period. The performance security will be forfeited and credited to the SECI's account in the event of a breach of contract by the Broking Firm. It should be refunded to the Broking Firm without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations.</p>
2	Section -III, ITB, Annexure III - Point No.7	Total nos. of on rolls Lawyers with minimum working experience of at least 15 years.	Total nos. of on rolls Lawyers with minimum working experience of at least 5 years.

3	Section -III, ITB, Annexure III - Point No.1 AND Section - IV, QR, Point 2.1	Years of Experience as composite broker as on bid-submission date AND The Broking Firm should be an IRDAI accredited composite insurance broker in the field of providing Insurance Broking Services as an direct licensed insurance broker for last 3 (Three) consecutive FYs i.e. 2021-22, 2022-23 & 2023-24. The self-certified copies of valid IRDAI licenses covering the last 3 FYs period from 01.04.2021 to 31.03.2024 needs to be submitted.	Years of Experience as composite broker as on bid-submission date AND The Broking Firm should be an IRDAI accredited composite insurance broker in the field of providing Insurance Broking Services as an composite licensed insurance broker for last 3 (Three) consecutive FYs i.e. 2021-22, 2022-23 & 2023-24. The self-certified copies of valid IRDAI licenses covering the last 3 FYs period from 01.04.2021 to 31.03.2024 needs to be submitted.
4	Section -III, ITB, Annexure III - Point No.3 & 7	Certification from the Principal Officer on the Company's letterhead mentioning names, designation, overall work experience & number of years in the current Insurance Broking firm of all such employees	Certification from the Principal Officer/Authorized Signatory Authority on the Company's letterhead mentioning names, designation, overall work experience & number of years in the current Insurance Broking firm of all such employees
5	Section -V, Format for Board Resolution	As provided in EoI Document	Board Resolution can be submitted in the format provided in the EoI document or in the bidder's own format specifying all the details required as per the format provided in the EoI document.
6	Section - V, Format for Power of Attorney	As provided in EoI Document	Power of attorney can be submitted in the format provided in the EoI document or in the GPA (General Power of Attorney) format mentioning all the details required as per the format provided in the EoI document.



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

6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
Tel: 011 – 24666 200
E-mail: contracts@seci.co.in

Expression of Interest (EoI)

For

The Empanelment of Insurance Broking Firm at Solar Energy
Corporation of India Limited, New Delhi

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DISCLAIMER

1. Though adequate care has been taken while preparing the EoI document, the Broking Firm shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Owner immediately. If no intimation is received from any Broking Firm within **10 (Ten) days from the date of issuance of EoI documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the Broking Firm.
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. While this EoI document has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 07.01.2025



SECTION-I

INVITATION FOR BIDS (IFB)

**INVITATION FOR BIDS (IFB)
FOR
EMPANELMENT OF INSURANCE BROKING FIRM FOR PROVIDING
CONSULTANCY, RISK EVALUATION AND PURCHASE OF INSURANCE
POLICIES AT SOLAR ENERGY CORPORATION OF INDIA LIMITED (SECI)**

(SINGLE STAGE SINGLE ENVELOPE BIDDING)

- 1.0** Solar Energy Corporation of India Limited (hereinafter referred as “SECI” or as “Owner”) is a Navratna CPSU under the administrative control of the Ministry of New and Renewable Energy (MNRE) -Government of India (GoI), to facilitate the implementation of JNNSM and achievement of targets set therein. It is the only CPSU dedicated to the solar energy sector. In the present outlook of the RE sector, especially solar energy, SECI has a major role to play in the sector’s development. The company is responsible for implementation of a number of schemes of MNRE for large-scale grid-connected projects under JNNSM, solar park scheme and grid-connected solar rooftop scheme along with a host of other specialised schemes. In addition, SECI is also developing its own Solar, Floating & Hybrid innovative RE Projects & is providing consultancy services to various major CPSUs for developing turnkey basis RE Projects. The company also has Category I Power Trading License and is active in this domain through trading of solar power from projects set up under the schemes being implemented by it.
- 2.0** SECI is having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023.
- 3.0** SECI therefore invites bids through GeM (Government-e-Marketplace) Portal from eligible Broking Firm on Competitive Bidding basis for carrying out the consultancy, risk evaluation and purchase of insurance policies on behalf of SECI.
- 4.0** For the implementation of above-mentioned work/services, Broking Firm should submit their proposals complete in all respect in **Online** on GeM(<https://www.gem.gov.in>)portal.
- 5.0** **Earnest Money Deposit (EMD) (if applicable, as specified in Bid Information Sheet (Section-I, IFB))** to be submitted under **offline mode** in separate sealed cover’s, super-scribed with “**EoI for the Empanelment of Insurance Broking Firm at SECI**” at the following address so as to reach **on or before Last date & Time of submission of Bids** given in the published GeM EoI document on GeM portal positively to

Sh. Umesh Patidar, Senior Engineer (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
Tel: 011 24666 366;

E-mail: umesh.patidar@seci.co.in;contracts@seci.co.in

- 6.0** This Invitation for Bids extended through media, website or written communication or by any other means, and issuance of EoI documents below shall not be construed to mean that the prospective Broking Firm to whom the Invitation for Bids has been extended and/or EoI documents have been issued is deemed to be an eligible Broking Firm. The eligibility of the Broking Firm shall be determined as per the provisions of EoI documents.
- 7.0** Firm empanelled by SECI based on this EoI, shall be responsible for carrying out the complete consultancy, risk evaluation and purchase of insurance policies at SECI as detailed out in this EoI documents.
- 8.0** The EoI documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.
- 9.0** Broking Firm shall submit their bid by strict adherence to this EoI document. Any deviation other than specifically allowed in this EoI document shall be liable for rejection of the bid at the sole discretion of Owner.

GENERAL

- 10.0** The complete EoI documents are available at GeM (Government e- Marketplace) portal <https://www.gem.gov.in>, as well as on SECI's website <http://www.seci.co.in>. However, for the purpose of participation, the official copy of the bidding documents shall only be downloaded from GeM portal at <https://www.gem.gov.in>, as per the provisions available therein. Accordingly, the online bid also has to be uploaded by the respective Broking Firm at <https://www.gem.gov.in> only & no other mode of participation is permitted for this EoI document other than GeM Portal.
- 11.0** Interested Broking Firm have to necessarily register themselves on the GeM portal <https://www.gem.gov.in> to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested Broking Firm to get themselves registered at

the aforesaid portal for which they are required to contact GeM Help-desk to complete the registration formalities. The details of GeM Help- desk is mentioned on the Bid Information Sheet. All required documents and formalities for registering on GeM are available at <https://www.gem.gov.in>.

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

For proper uploading of the bids on the portal namely <https://www.gem.gov.in> (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the Broking Firm to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting GeM Help-desk directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Owner in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

- 12.0** A **Single Stage Single Envelope** Bidding Procedure will be adopted for this EoI document. It shall be noted that the respective rights of the Owner and the Broking Firm/ Firm shall be governed by the EoI Documents/ Empanelment Agreement signed between the Owner and the Firm.
- 13.0** Broking Firm should submit their proposal/bid online on GeM portal complete in all aspect on or before last date and time of Bid Submission as mentioned in Bid Information Sheet of ITB/GeM portal.
- 14.0** Broking Firm shall submit bid proposal along with non-refundable Bid Processing Fees (if applicable), complete in all respect as per the Bid Information Sheet. Bids will be opened as per the Bid Information Sheet in presence of authorised representatives of Broking Firm who wish to be present. Bid proposals received without the prescribed Bid Processing Fees will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 15.0** EoI documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from GeM portal as well as on SECI’s website <http://www.seci.co.in>. **It is mandatory to download official copy of EoI document from GeM portal to participate in the EoI. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this EoI shall be uploaded on GeM**

portal only. The Broking Firm should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned GeM portal.

16.0 As this is a “CUSTOM BID FOR SERVICES” based bidding on the GeM, in case of any discrepancy in information, the information available in this EoI shall prevail.

17.0 **Timeliness is the essence of this Contract. The Contractor has to ensure Continuous Services at all times and as per Schedule and time limits finalized by SECI and/ or given in this EoI document. Prospective Broking Firm may like to visit the Site and examine the same in order to understand the Scope of Work prior to submitting their response.**

18.0 Performance Securities as per this EoI document shall be furnished by the successful Broking Firm after issuance of the GeM Order/ Notification of Award (NOA)/ Contract Agreement by the Owner.

19.0 The detailed Qualifying Requirements (QR) are given in Section-IV of EoI documents.

20.0 PERIODIC REVIEW:

The Controlling Officer/ HR & Admin Division/ Project Manager/ Project Engineer reserves the discretion to conduct a periodic review of the performance of the Contract/Empaneled Broking Firm (once in a 06 months) for the services being rendered by the them. Suitable improvement in performance/ deliverables as suggested by the Controlling Officer/ HR & Admin Division/ Project Manager/ Project Engineer will be incorporated/ improved upon by the Empaneled Broking Firm accordingly. Controlling Officer/ HR & Admin Division/ Project Manager/ Project Engineer will also maintain such review record for any future references. SECI reserves the right to terminate the empanelment in line with the termination clause, in case the feedback of the Broking Firm , its services or the discipline so expected is not found satisfactory during the performance of the empanelment.

21.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)

1. From time to time, the Government of India lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and

Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.

2. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

3. To reduce the transaction cost of doing business, MSEs will be facilitated by providing them EoI documents free of cost, exempting MSEs from payment of earnest money deposit, adopting e-procurement to bring transparency in EoI process. However, exemption from paying Performance Bank Guarantee is not covered under the policy.

4. Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE firm/suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies.

5. In EoI, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE and such MSE shall be allowed to supply up to 25 (twenty-five) per cent of total EoIed value. The 25(twenty-five) per cent quantity is to be distributed proportionately among these Broking Firm, in case there are more than one MSEs within such price band.

6. Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent s reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the EoI process and match the L1 price).However, in event of failure of such MSEs to participate in EoI process or meet EoI requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. . MSEs would be treated as owned by SC/ ST entrepreneurs:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
- b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
- c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.

7. If subcontract is given to MSEs, it will be considered as procurement from MSEs.

8. In case of EoI item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total EoIed value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

9. To develop MSE vendors so as to achieve their targets for MSEs procurement, Central, the Procuring entity shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal.

10. The procurement of Goods and Services from Micro & Small Enterprises shall be as per the Government policy as amended from time to time. The intent should be to have enabling provisions for maximum participation.

As an initiative of Government of India & RBI towards Make in India, Skill India & Financial Inclusion, to provide a platform for bill discounting for MSME vendors, SECI has entered into an association / agreement with following 3 (three) financial institutions:

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. A Treds, a joint-venture between Axis Bank and Mjunction Services; and
3. Mynd Solution which runs M1 Exchange

MSE vendors can register on a digital platform which connects MSME Service Providers and their Buyers to multiple financiers. It enables MSME Service Providers, under an efficient & transparent bidding mechanism, to sell their invoices to financiers, thus unlocking working capital / generating liquidity quickly, without impacting their relationship with Buyers.

22.0 PREFERENCE TO MAKE IN INDIA: NOT APPLICABLE

23.0 CONSIDERATION OF ABNORMALLY LOW BIDS

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Broking Firm to perform the empanelment/contract at the offered price (Wherever applicable). Procuring Entity may in such cases seek written clarifications from the Broking Firm, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Broking Firm has substantially failed to demonstrate its capability to deliver the contract at the offered price,

the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would be automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of bid document so as to have a safeguard against the submission of abnormally low bid from the Broking Firm.

In the case of predatory pricing as well, procuring entities may refer to the above consideration of Abnormally Low Bids to assist themselves in finalization of EoIs.

In the circumstances to ask for Additional Security Deposit/ Bank Guarantee (BG) in case of ALBs, the extra BG amount should be decided on the basis of the range defined below:

% Difference between L1 and L2 Bid Value post Financial Evaluation and e Reverse Auction (if applicable)	Extra BG amount
More than 25% but Less than 50%	25% of the original BG amount
More than 50% but Less than 75%	50% of the original BG amount
More than 75%	75% of the original BG amount

However, in all the above-mentioned cases the extra BG amount must not surpass the actual / original BG amount submitted by the Broking Firm while submitting the bid.

24.0 ARBITRATION

- I. If any dispute or difference or claim occurs between the Owner and the Broking Firm in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the formation, existence, validity termination or breach, the parties shall seek to resolve any such dispute or difference by mutual consent.
- II. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to Arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given.
- III. For all the EoIs having value above INR 100 Crores or as specified time to time, any dispute if not resolved mutually will be referred to the panel of IEM's as

appointed by SECI on time to time basis in line with the directives issued by GoI on this subject.

- IV. Further any dispute resolution mechanism as specified by GoI/MNRE may also be exercised based on the requirement/case to case basis.
- V. In all other cases, any dispute submitted by a party to Arbitration shall be heard by an Arbitration Panel composed of three Arbitrators, in accordance with the provisions set forth below.
- VI. The owner and the Broking Firm shall each appoint one Arbitrator, and these two Arbitrators shall jointly appoint a third Arbitrator, who shall chair the Arbitration Panel. If the two Arbitrators do not succeed in appointing a third Arbitrator within Thirty (30) days after the later of the two Arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third Arbitrator which shall be the President, Institution of Engineers.
- VII. If one party fails to appoint its Arbitrator within thirty (30) days after the other party has named its Arbitrator, the party which has named an Arbitrator may request the Appointing Authority to appoint the second Arbitrator.
- VIII. If for any reason an Arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original Arbitrator. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator (s).
- IX. Arbitration proceedings shall be conducted in line with The Arbitration and Conciliation Act, 1996 and the rules made thereunder and for the time being in force.
- X. The venue of arbitration shall be New Delhi.
- XI. The award of the arbitrator shall be final and binding on the parties to this contract.
- XII. The decision of a majority of the Arbitrators (or of the third Arbitrator chairing the Arbitration Panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

- XIII. The Arbitrator(s) shall give reasoned award.
- XIV. Notwithstanding any reference to the Arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.
- XV. Cost of arbitration shall be equally shared between the Owner and the firm/supplier.
- XVI. The fees payable to the Arbitrator and the manner of payment of the fees shall be such as may be governed by the Fourth Schedule of the Arbitration and Conciliation Act 1996.
- XVII. The Courts in Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Contract and any award or awards made by Arbitration Tribunal hereunder shall be filed (if so required) in the concerned Courts in Delhi only.
- XVIII. The language of the proceedings will be in English.
- XIX. The Arbitration Clause shall continue to survive termination, completion, or closure of the Main contract for 120 days thereafter.

25.0 CONFLICT OF INTEREST FOR BROKING FIRM

A Broking Firm shall not have conflict of interest with other Broking Firm. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The Broking Firm found to have a conflict of interest shall be disqualified. A Broking Firm may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or

influence on the bid of another Broking Firm; or

- e) Broking Firm participates in more than one bid in this bidding process. Participation by a Broking Firm in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular EoI enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal.
- g) A Broking Firm or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Broking Firm must proactively declare such sister/ common business/ management units in same/ similar line of business.

26.0 GRIEVANCE REDRESSAL MECHANISM/COMPLAINT HANDLING SYSTEM

- I. Any firm being aggrieved by any decision, action or omission by SECI during the procurement process may make an application against such grievances in writing within 10 days or any other time period, if any, as may be specified in the Bidding Documents, from the date of such decision, action or omission. However, unsigned or anonymous applications shall not be entertained.
- II. The authority to which the grievances are to be addressed shall be the same under whose name the Invitation for bids/NIT/EoI has been issued.
- III. If the grievance is against the decision, action or omission of an executive(s) including EoI Committee members of the level of GM or below or against the

decision taken by SECI in the cases falling in the award approving power of GM or below, the application shall be deliberated and processed by a Grievance Redressal mechanism by the formation of a committee against the approval of Competent Authority.

- IV. If the grievance is against the decision, action or omission of an executive(s) of the level of Director or against the decision taken by SECI in the cases falling in the award approving powers of Director or higher, the application shall be deliberated and processed by a panel of Independent External Monitors (IEMs).
- V. The Committee shall examine and deliberate the merits of the Broking Firm's complaint and the decision shall be communicated in writing to the concerned Broking Firm within 30 days from the date of receipt of the application or any other such period, if any, as may be specified in the Bidding Documents.
- VI. During procurement process prior to award of contract, the review shall be done for grievances of only those Broking Firm who have participated in the procurement proceedings.
- VII. During the grievance redressal, information which impair the fair competition or is prejudicial to the legitimate commercial interests of one or more participating Broking Firm shall not be disclosed.
- VIII. The request for review on the following matters shall not be entertained:
 - a. Determination of need of procurement;
 - b. Provisions limiting participation of Broking Firm in the procurement process
 - c. The decision to enter into negotiations;
 - d. Cancellation of a procurement process;
 - e. Applicability of provisions of confidentiality

27.0 This EoI is not inviting bids from insurance companies and such bids will be summarily rejected.

28.0 ISSUES ON QUALIFICATION REQUIREMENTS: NOT APPLICABLE

29.0 CHANGE IN LAW/GST AND IMPOSITION OF NEW TAXES & DUTIES AS SPECIFIED UNDER THE EOI DOCUMENT: NOT APPLICABLE**30.0 EMD/ Bid Security/ Bid Guarantee**

The bid security may be obtained in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, or banker's cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the SECI's interest in all respects. In some cases, the EMD/Bid Security/Bid Guarantee which are submitted in the form of Bank Guarantee/ Payment on Order Instrument (POI), have its contents deviating from that given in the bidding documents. While such a Bank Guarantee/ POI, with value and validity different from that prescribed, may not be acceptable, it would not be prudent to reject a Bank Guarantee/POI with changed text but otherwise meeting the intent and purpose, as well as other important parameters such as value and validity etc. Accordingly, such cases need to be dealt with as described below.

The Bank Guarantee/POI shall not be accepted and the bid shall be treated as non-responsive, if:

- I. The name of the project along with the Specification/RfS/ NIT Number, mentioned in the BG is different from the project for which bids have been invited.
- II. The firm/organization, on whose behalf the Bank Guarantee has been furnished, is different from the bidder.
- III. The Bank Guarantee is not of the prescribed value. However, in cases where the Bank Guarantee is in a currency other than that in which the bid guarantee amount has been mentioned, the shortfall, if any, up to 1% of the prescribed value (either in Dollars/Euro/ Indian Rupees) on account of discrepancy in exchange rate variation, shall be acceptable.
- IV. The validity of the Bank Guarantee is less than the stipulated period. However, the shortfall, if any, up to a period of seven days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable:

If bidder has submitted the BG with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, it is valid for more than two months from the actual date of bid submission and Bidder submits the BG extension for the requisite period within seven days from the date

of clarifications sought by SECI from the bidder during bid evaluation, if required.

31.0 *Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.*

INTERPRETATIONS

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

BID INFORMATION SHEET

The brief details of the EoI are as under:

(1)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Empanelment of Insurance Broking Firm for consultancy, risk evaluation and purchase of insurance policies at Solar Energy Corporation of India Limited, New Delhi.					
(2)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">SINGLE BID SYSTEM</td> <td style="width: 50%; text-align: center;"><div style="border: 1px solid orange; padding: 2px; display: inline-block;">Yes</div></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><div style="border: 1px solid orange; width: 100px; height: 20px;"></div></td> </tr> </table>	SINGLE BID SYSTEM	<div style="border: 1px solid orange; padding: 2px; display: inline-block;">Yes</div>	TWO BID SYSTEM	<div style="border: 1px solid orange; width: 100px; height: 20px;"></div>	
SINGLE BID SYSTEM	<div style="border: 1px solid orange; padding: 2px; display: inline-block;">Yes</div>						
TWO BID SYSTEM	<div style="border: 1px solid orange; width: 100px; height: 20px;"></div>						
(3)	TYPE OF EOI	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">E-EoI</td> <td style="width: 50%; text-align: center;"><div style="border: 1px solid orange; padding: 2px; display: inline-block;">Yes</div></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><div style="border: 1px solid orange; width: 100px; height: 20px;"></div></td> </tr> </table>	E-EoI	<div style="border: 1px solid orange; padding: 2px; display: inline-block;">Yes</div>	MANUAL	<div style="border: 1px solid orange; width: 100px; height: 20px;"></div>	
E-EoI	<div style="border: 1px solid orange; padding: 2px; display: inline-block;">Yes</div>						
MANUAL	<div style="border: 1px solid orange; width: 100px; height: 20px;"></div>						
(4)	EMPANELMENT PERIOD	01 (One) Year from the effective date of Notification of Empanelment (NOE) with the provision for further extension of 01 (One) Year based on the satisfactory performance of the firm during the empanelment period and/or based on mutual agreement of both the parties.					
(5)	JV/CONSORTIUM	NOT ALLOWED					
(6)	NUMBER OF BIDS PER BROKING FIRM	01					
(7)	COST OF BIDDING DOCUMENTS	FREE OF COST					
(8)	DOCUMENT FEE/ COST OF EoI DOCUMENT (NON- REFUNDABLE)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><div style="border: 1px solid orange; width: 100px; height: 20px;"></div></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><div style="border: 1px solid orange; padding: 2px; display: inline-block;">Yes</div></td> </tr> </table>	APPLICABLE	<div style="border: 1px solid orange; width: 100px; height: 20px;"></div>	NOT APPLICABLE	<div style="border: 1px solid orange; padding: 2px; display: inline-block;">Yes</div>	The EoI document is Free of Cost.
APPLICABLE	<div style="border: 1px solid orange; width: 100px; height: 20px;"></div>						
NOT APPLICABLE	<div style="border: 1px solid orange; padding: 2px; display: inline-block;">Yes</div>						

(09)	BID DOCUMENT PROCESSING FEE (NON- REFUNDABLE)	<table><tr><td>APPLICABLE</td><td><div></div></td></tr><tr><td>NOT APPLICABLE</td><td><div>Yes</div></td></tr></table>	APPLICABLE	<div></div>	NOT APPLICABLE	<div>Yes</div>
APPLICABLE	<div></div>					
NOT APPLICABLE	<div>Yes</div>					
(10)	EARNEST MONEY DEPOSIT (EMD)	<table><tr><td>APPLICABLE</td><td><div>Yes</div></td></tr><tr><td>NOT APPLICABLE</td><td><div></div></td></tr></table> <p>Amount: INR 25,000/- (Indian Rupees Twenty Five Thousand only) inclusive of GST @ 18% per bid to be submitted in the form of Banker’s Cheque/Pay Order/Demand Draft in favor of “Solar Energy Corporation of India Limited, New Delhi” Payable at New Delhi.</p>	APPLICABLE	<div>Yes</div>	NOT APPLICABLE	<div></div>
APPLICABLE	<div>Yes</div>					
NOT APPLICABLE	<div></div>					
(11)	CONTRACT PERFORMANCE SECURITY	3% of the premium for a specific work order in the tenure of empanelment				
(12)	DATE, TIME & VENUE OF PRE- BID MEETING	Scheduled as per EoI on GeM portal and/or SECI website.				
(13)	BID-SUBMISSION DEADLINE	As per EoI on GeM portal				
(14)	CONTACT DETAILS OF SECI	1) Sh. Atulya Kumar Naik ED (Contracts & Procurement) 2) Sh. Sandeep Kumar DGM (Contracts & Procurement) Contact No.: 011 24666 200				

		Email: contracts@seci.co.in
(15)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO EOI)	Sh. Umesh Patidar, Senior Engineer (C&P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Tel: 011 24666 366; E-mail: umesh.patidar@seci.co.in ; contracts@seci.co.in
(16)	CONTACT DETAILS OF GeM	Contact Person: GeM Help-desk Toll Free Numbers: 1800-419-3436, 1800-102-3436 Email: helpdesk-gem@gov.in ;

Note: Broking Firm also have the option of submitting the Bid Processing Fees through online mode to SECI through NEFT/RTGS, complete bank details of which are available at SECI's website at (www.seci.co.in). However, the remittance copy of such online transaction needs to be submitted along with the bid. Broking Firm shall submit the EOI proposal, complete in all respect as per the Bid Information sheet.

- 1.0 Bids must be submitted strictly in accordance with Section-III, Instructions to bidders depending upon Type of EoI as mentioned at Clause no. (3) of Bid Information Sheet. The IFB is an integral and inseparable part of the EOI document.
- 2.0 Broking Firm are advised to quote strictly as per terms and conditions of the EOI documents and not to stipulate any deviations/ exceptions.
- 3.0 Any Broking Firm, who meets the Qualifying Requirement and wishes to participate in this EOI, may download the complete EOI document along with its amendment(s) if any from GeM Portal (<https://www.gem.gov.in>) and submit their Bid complete in all respect as per terms & conditions of EoI Document on or before the due date of bid submission.
- 4.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 5.0 Prospective Broking Firm are requested to remain updated for any notices/ amendments/ clarifications etc. to the EOI document from the GeM portal and/or SECI website. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. All the information related to this EoI Document shall be updated in the GeM Portal (<https://www.gem.gov.in>) and/ or SECI website (www.seci.co.in) only.



SECTION-II

DETAILED SCOPE OF WORK AND TECHNICAL PARAMETERS

1 GENERAL

The intent of the specification for empanelment of insurance broking firm covers rendering professional services for consultancy, risk evaluation and purchase of insurance policies at Solar Energy Corporation of India Limited, New Delhi.

2 SCOPE OF WORK

2.1 The detailed scope of work for the appointed broker will be required to carry out is described as under:

- i. Carrying out risk inspections and surveys required to understand SECI end to end insurance/ re-insurance requirements.
- ii. To assist in the identification of risk & advice on appropriate risk transfer mechanisms
- iii. Critical examination of the existing policies which are due for renewal in terms of Risk coverage, providing basis for valuation/ fixation of sum insured, Rating, Clauses, Warranties, Condition, Excess, etc.
- iv. Where required, to develop customized cover to suit SECI's requirement
- v. Suggesting improvement thereon and executing the same during renewal of Insurance Policies
- vi. Review and recommend additional / new insurance covers considering the nature of risk as assessed for SECI
- vii. To apprise of available insurance covers in domestic and international markets
- viii. Preparing risk notes and framing insurance EoIing documents and finalizing the terms and conditions thereof including but not limited to coverage, including add-on coverage, excess Monetary/Time, Policy clauses and warranties, period of indemnity, policy wordings. This should be in line with laid down procedures of the Company including applicable CVC guidelines
- ix. To assist in:
 - a. Preparation of NIT bid document for Insurers
 - b. Technical bid evaluation received from Insurers
 - c. Participate in discussion with the insurers in the pre-bid meeting
- x. To assist in the placement and designing of the Insurance policies taking into consideration optimizing costs, enhancing coverage, security, and ensuring compliance
- xi. To assist in negotiating and finalizing the terms and condition of insurance optimizing cost, over, security and quality of service in accordance with laid down procedure of SECI
- xii. Scrutinizing the wording of the final policy documents to protect SECI's interest in regards to claim settlement

- xiii. To synchronize/ consolidate all insurance policies including inviting bids from insurers covering all insurance policies in one go at a time.
- xiv. Assisting SECI in preparation of estimate, arranging quotes from insurers, invitation of bids from the insurance companies and finalization of contract, wherever required
- xv. Assisting SECI in taking correct policies with required coverage at appropriate/ agreed terms & conditions with minimum premium
- xvi. Prepare and execute a Service level Agreement with the Insurer
- xvii. Valuation of assets to avoid underinsurance and submitting detailed report to SECI
- xviii. Assisting SECI in taking new insurance policies, if any, by structuring an appropriate insurance program covering the risks and perils likely to affect SECI's operation
- xix. Inviting bids from reputed insurance companies licensed to operate in India and in overseas countries, where SECI has operations, and evaluation of qualified Broking Firm
- xx. Preparing comparative financial statements of bids – both Technical and Commercial
- xxi. Assisting SECI in identifying any emerging risk issues, taking any new Insurance Policies etc.
- xxii. Technical assistance in any Insurance Policies, as and when required
- xxiii. Keeping SECI informed of the latest regulations and guidelines and other notable market developments
- xxiv. Advising SECI, from time to time, on developments in the insurance industry having impact on the Company. The insurance Broking Firm would be functioning as a strategic consultant to SECI for all types of insurance related matters
- xxv. To conduct training programs for our executives to explain in detail about the covers taken, insurance administration and claims
- xxvi. To engage relevant stakeholders within SECI for risk improvement measures & sharing feedback of such exercises
- xxvii. The Broking Firm should give prompt service. Also, their representative should reach our Corporate office within 48 hours of reporting an incident
- xxviii. They should make at least one visit per month to our Corporate Office to take stock of things relating to insurance
- xxix. Assisting in preparation of insurance policy of SECI along with preparation of operational manual on insurance
- xxx. To assist in the procurement of statutory insurance policies like, EDLI, ESIC, ECA, etc.
- xxxi. May be required to carry out other jobs relating to insurance, as will be required from time to time
- xxxii. Appointed Insurance Broker will need to review the existing Insurance policies (Project & Operational) of SECI's Assets sourced by the Contractors/ Subcontractors.

2.2 Resolution and Management of Claims

- i. Documentation of claims – The broker has to assist SECI on documentation from SECI's offices at various locations for lodging claims.
- ii. Coordinating and assisting in realization of unsettled past claims as per provisions and guidelines laid down by IRDAI
- iii. Coordinating with insurers, surveyors to carry out survey immediately, where ever required, to service the claims from lodging till realization of amount thereof
- iv. Resolving various queries of insurers /surveyors during claim processing
- v. Arrange for speedy redressal of disputes, if any
- vi. Guidance in relation to interpretation of policy wording/conditions, warrant times, deductibles etc. during claims processing
- vii. To assist in verification of documentation as required by insurer / surveyor in pursuit of claim settlement
- viii. Coordinating with Insurance Companies, surveyors etc. for prompt settlement of claims
- ix. To assist SECI in settling the insurance claim from Insurance Company in reasonable time limit as mutually agreed
- x. Assisting in speedy realization of premium refund/ materialization of claim
- xi. To arrange for submission of monthly report on claim settlement status and pending issues
- xii. Claim monitoring and periodic review of pending insurance claims
- xiii. Providing clear communication/ referral guide on all covers and exclusions as per policies for better understanding
- xiv. Establish clear escalation matrix for query resolution
- xv. Sharing reports on benchmarking for limits/ physical risk engineering practices adopted global

2.3 Other Terms and Conditions

- i. The firm shall give renewal notice 4 months before the existing insurance policy due date
- ii. The work should commence within one week from the date of receipt of LOI or order
- iii. SECI reserves the right to cancel the appointment of an Insurance Broker in case of non-satisfactory performance after giving a due notice period of 30 days.



SECTION-III

INSTRUCTIONS TO BIDDERS (ITB)

Preamble

This part (Section- III) of the EOI documents provides the information necessary for Broking Firm to prepare responsive bids, in accordance with the requirements of the Owner. It also provides information on bid submission and uploading the bid on GeM portal <https://www.gem.gov.in>, bid opening, evaluation and on contract award. This Section (Section III) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in EOI and that are specific to each procurement, states otherwise.

Broking Firm may note that the respective rights of the Owner and Broking Firm/ Firm shall be governed by the EOI Documents/ Contracts signed between the Owner and the Firm for the respective package(s). The provisions of EOI Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - III and the EOI documents, the laws of the Union of India shall be the governing laws and courts of New Delhi shall have exclusive jurisdiction.

1 DEFINITIONS:

- 1.1. **“FIRM” or “EMPANELLED FIRM”** shall mean the firm or company, empanelled for the broker services under this EOI and shall include legal representatives of such individual or persons comprising such firm or successors of such firm or company as the case may be and permitted assigns of such firm or company;
- 1.2. **“BROKING FIRM”** shall mean Bidding Entity or the bidder/supplier submitting the Bid. Any reference to the Broking Firm includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require;
- 1.3. **“BIDDING CONSORTIUM” or “CONSORTIUM”** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this EOI under a Consortium Agreement;
- 1.4. **“CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- 1.5. **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
- 1.6. **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;
- 1.7. **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
- 1.8. **“DAY”** shall mean calendar day;
- 1.9. **“DATE OF CONTRACT” or “EFFECTIVE DATE”** shall mean the effective date mentioned in Notification of Empanelment (NOE) issued by Owner;
- 1.10. **“SECI” or “OWNER”** Shall mean the Solar Energy Corporation of India Ltd. (SECI), a Company incorporated in India under the Company’s Act 2013 having its Corporate cum Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and shall include its legal representatives, successors and permitted assigns;
- 1.11. **“ENGINEER IN CHARGE (EIC)” or “PROJECT MANAGER”** Shall mean the

Engineer/ Officer appointed by SECI or their duly authorized representatives to act in all matters to the Contract on behalf of the OWNER. The EIC or Project Manager shall further provide to the firm(ies), suitable direction, supervision, inspection, scrutiny and approval of some or all the services rendered by the firm(ies) under the Contract and be in charge of the Services for purposes of this Contract;

- 1.12. **“EOI”** shall mean the Expression of Interest document issued by SECI including all attachments, clarifications and amendments thereof;
- 1.13. **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013;
- 1.14. **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** or **“LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium;
- 1.15. **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
- 1.16. **“MEMBER IN A BIDDING CONSORTIUM”** or **“MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
- 1.17. **“MONTH”** shall mean calendar month;
- 1.18. **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the company Act, 2013;
- 1.19. **“NOTIFICATION OF EMPANELMENT (NOE)”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Broking Firm for consideration for empanelment;
- 1.20. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.21. **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- 1.22. **“SECI”** shall mean Solar Energy Corporation of India Limited;
- 1.23. **“SELECTED BROKING FIRM”** or **“SUCCESSFUL BROKING FIRM”** shall mean the Broking Firm selected pursuant to this EOI to execute the broker services as per the terms of NIT;

- 1.24. “TOE” shall mean EoI Opening Event.
- 1.25. “ULTIMATE PARENT” shall mean a Company, which owns not less than 52% (Fifty One Percent) equity either directly or indirectly in the Parent and Affiliates;
- 1.26. “WEEK” shall mean calendar week;

2 OBTAINING EOI DOCUMENTS

The EOI document can be downloaded from the website of SECI (Solar Energy Corporation of India Limited) <https://www.seci.co.in> and GeM Portal <https://www.gem.gov.in>

Note: Interested Broking Firm have to download the official copy of EOI including amendment(s)/ corrigendum(s)/ clarification(s) (if any) & other documents from the SECI website (under EoIs Section).

3 NUMBER OF BIDS PER BROKING FIRM

Unless otherwise specified in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB), a Broking Firm shall submit only 'one [01] Bid' in the same Bidding Process. A Broking Firm who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Broking Firm has participated to be disqualified.

4 COST OF BIDDING AND BID PROCESSING FEES

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

4.2 A non- refundable, Bid Processing Fee, if applicable, is to be submitted either through NEFT/ RTGS transfer in the account of SECI, or in the form of ‘crossed payee accounts only’ Demand Draft/ Banker’s Cheque in favour of “Solar Energy Corporation of India Limited, New Delhi” payable at New Delhi. The Bid Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB). **Bids submitted without payment of requisite Bid Processing Fee will be treated as non-responsive and shall be liable for rejection.** The bank details of Owner is available under Financial tab at website www.seci.co.in

4.3 In case of any discrepancy during bid submission by the Broking Firm, the bid processing fee will be deemed as Broking Firm's consent for participation in the bidding process. Henceforth, the bid processing fee shall be retained by Owner and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Owner.

4.4 In the event of the particular EOI being cancelled, the bid processing fee will be refunded to the concerned Broking Firm without any interest charge within 30 days from the date of notification of cancellation of EOI. No further plea in this regard shall be entertained by the Owner.

5 CONTENTS OF EOI DOCUMENTS

5.1 The contents of EOI Documents are those stated below, and should be read in conjunction with any 'Addendum/ Corrigendum' issued in accordance with "ITB: Clause-7":

- Section-I : Invitation for Bids [IFB]
- Section-II : Detailed Scope of Work
- Section-III : Instructions to Bidders [ITB]
- Section-IV : Qualifying Requirements [QR]
- Section-V : Sample Forms and Formats

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

6 CLARIFICATION OF EOI DOCUMENTS

6.1 A prospective Broking Firm requiring any clarification(s) of the EOI Documents may notify Owner in writing by e-mail or at Owner's mailing address indicated in the Bid Information Sheet no later than 02 (Two) working days after the pre-bid meeting (in cases where pre-bid meeting is scheduled) or 15 (Fifteen) days prior to the bid closing date (in cases where pre-bid meeting is not held). Owner reserves the right to ignore the Broking Firm request for clarification if received beyond the aforesaid period. Owner may respond in writing to the request for clarification. Owner's response including an explanation of the query, but without identifying the source of the query

will be uploaded on GeM Portal <https://www.gem.gov.in> and/ or Owner's website www.seci.co.in.

- 6.2 Any clarification or information required by the Broking Firm but same not received by the Owner at clause 6.1 above is liable to be considered as "no clarification/ information required".
- 6.3 Clarifications sought by the Broking Firm are to be mandatorily submitted in the SECI provided format only provided along with the EOI document. Pre-Bid queries submitted in any other format will not be considered.

7 AMENDMENT OF EOI DOCUMENTS

- 7.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Broking Firm, modify the EOI Documents by addenda/ corrigendum.
- 7.2 Any addendum/ corrigendum thus issued shall be part of the EOI Documents and shall be hosted on GeM Portal <https://www.gem.gov.in> and/ or Owner's website www.seci.co.in. Broking Firm must consider all such addendum/ corrigendum before submitting their bid.
- 7.3 The Owner, if consider necessary, may extend the date of submissions of Bid to allow the Broking Firm a reasonable time to furnish their most competitive bid considering the amendment issued thereof.

8 LANGUAGE OF BID

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

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

9 EMPANELMENT CONDITIONS

- 9.1 At this stage, Owner will be empanelling 01 (One) qualified insurance broking firm based on their techno-commercial credentials as submitted for the period as

specified in the EOI document along with score secured in Interactive Presentation as mentioned in Annexure -3. After empanelment of the insurance broking firm, Owner intends to execute the consultancy, risk evaluation and purchase of insurance policies from the empanelled firm only wherein the empanelled firm will be allocated the work based on the L1 basis derived for a specific consultancy, risk evaluation and purchase of insurance policies work.

9.2 The Broking Firm is advised to obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the required job. The costs of the same shall be borne by the Broking Firm.

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

9.4 **Non-Disclosure Agreement**

The appointed insurance broker shall be required to maintain confidentiality and non-disclosure of all type of information, documents etc. and the same is not required to be shared with any other persons/firm etc. without the consent of SECI.

9.5 **Remuneration**

- I. With regard to new policies of SECI, the appointed broker shall/should confirm that Insurance broking services/policy suggestions/guidance will be free of cost to SECI, who shall not pay any kind of brokerage/ fees/ remuneration, etc. for the services rendered by insurance broker to SECI. With this regard, SECI shall not entertain any request for remuneration/fees, etc. nor does any claim for remuneration/reimbursement of expenses/loss.
- II. However, for the Insurance broking services/policy suggestions/guidance related to the existing policies of SECI such as (and not limited to) policy suggestions, guidance and settlement of claims, a lumpsum amount of INR 10,000/- (Indian Rupees Ten Thousand Only) will be given by SECI to the empaneled broker.

10 **SCOPE**

Under this EOI, applications are invited from well reputed and experienced firm/ firm/ service providers based in India having adequate experience and professional expertise in the field of consultancy, risk evaluation and purchase of insurance policies for empanelment as per details outlined in scope of work but not limited to.

The detailed requirement is provided under SECTION - II: Detailed Scope of Work and Technical Parameters of this EOI document.

The Owner reserves the right to increase/ decrease the scope of work at its sole discretion on case to case basis.

11 DURATION OF EMPANELMENT

Empanelment of insurance broking firm through this EOI shall be for a period of 01 (One) Year from the effective date of Notification of Empanelment (NOE). On completion of 01 (One) Year of empanelment from the effective date of Notification of Empanelment (NOE), the same may be extended/ renewed for further period of 01 (One) Year by Owner based on the satisfactory performance of the firm during the empanelment period and/or based on mutual agreement of both the parties.

12 GOODS & SERVICE TAX (GST)

- 12.1 Firm shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Firm shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines, before releasing the payment to the Firm. Owner shall not be responsible for any delay in payment release to the firm in case the GST compliance is not fulfilled from the firm side in any manner.
- 12.2 Firm shall be responsible to comply with all the requirements of applicable provisions of GST. Firm has to mandatorily get registered under GST at Central and relevant State(s). Firm shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that Owner is not able to take Input Tax Credit (ITC) benefit of the taxes due to any fault of the Firm, Owner shall be constrained to deduct the amount from the payments to be made to the Firm or recover the same in any other manner.
- 12.3 Broking Firm are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST tax is applicable.
- 12.4 The responsibility of payment of GST lies with the firm only. Firm providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:
- (a) Name, Address & Registration No. of such Person/ Contractor
 - (b) Name & Address of the Person/ Contractor receiving Taxable Service
 - (c) Description, Classification & Value of Taxable Service provided

- (d) GST Amount, if any.
 - (e) HSN code of the Goods/Services.
 - (f) Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Owner.
- 12.5 In case CBIT (Central Board of Indirect Taxes) brings to the notice of Owner that the firm has not remitted the amount towards GST collected from Owner to the government exchequer, then, that firm may be debarred from bidding in future EoIs of Owner for given period as per the sole discretion of Owner.
- 12.6 In case of statutory variation in GST during currency of the Empanelment, the Firm shall submit a copy of the 'Government Notification' to evidence the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -
- Any increase in the rate of non-ITC based GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the Owner.
- 12.7 Owner will reimburse the GST to the Firm at actuals against submission of ITC based invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.
- 12.8 Owner will reimburse the GST to the Firm at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the Broking Firm, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- 12.9 Firm shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable Owner to avail Input Tax Credit (ITC) (If applicable).

13 **E-PAYMENT**

Owner has initiated payments to Firm/Suppliers/Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful Broking Firm should give the details of his bank account as per the bank mandate form enclosed at Format 5.10 in Section-V, Sample Forms and Formats of the EOI documents.

The payment under the contract shall be released subject to fulfilment of following conditions: -

1. All bills/ invoices shall be addressed to the Owner (address to be mentioned in the NOE). The payment shall be made proactively within 30 days of receipt along with all the supporting documents.
2. All the payments being released to respective newspapers must be sent positively on or before due date as per INS guidelines.
3. The empaneled firm shall deal in all matters with the newspapers at their level with respect to payments and Owner will have no liability and/ or responsibility in this regard.

The firm shall submit his bill along with full description about service provided and get it certified from the authorized representative of the Owner.

The firm shall not claim payment against pending services or incomplete stages of work.

In case only a part of the assignment is continued beyond any stage, no further payment shall be made to the firm for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage.

14 **ZERO DEVIATION AND REJECTION CRITERIA**

- 14.1 **ZERO DEVIATION:** Deviation to terms and conditions of EOI documents may lead to rejection of bid. Owner will accept bids based on terms & conditions of EOI documents only. Broking Firm may note Owner will determine the substantial responsiveness of each bid to the EOI documents pursuant to provision contained in Clause No. 30 of Section-III, Instructions to Bidders (ITB). For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the EOI documents without deviations or reservations. Owner's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Broking Firm are requested to not to take any deviation.

- 14.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of EoI document shall lead to summarily rejection of Bid:

- (a) Eligibility Criteria including General, Technical and Financial Qualifying

Requirements

- (b) Bid Processing Fees and Earnest Money Deposit
- (c) EoI Document Fees, if applicable
- (d) Specifications & Scope of Work
- (e) Duration/ Period of Contract/ Empanelment
- (f) Period of Validity of Bid
- (g) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- (h) Force Majeure & Applicable Laws
- (i) Any other condition specifically mentioned in the EOI document elsewhere that non-compliance of the clause lead to rejection of bid

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

15 **PRE-BID MEETING**

- 15.1 The Broking Firm or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in Bid Information Sheet under Section - I, Invitation for Bids (IFB) of EOI documents. It is expected that a Broking Firm shall not depute more than 02 representatives for the meeting.
- 15.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 15.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on SECI website against the EOI. Any modification of the Contents of EOI documents listed in, which may become necessary as a result of the Pre-Bid Meeting shall be made by the Owner exclusively through the issue of an Addendum/ Corrigendum, and not through the minutes of the Pre-Bid Meeting.
- 15.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Broking Firm.

16 **BID CURRENCIES:**

NOT APPLICABLE

17 **STRUCTURING OF THE BID SELECTION PROCESS**

- 17.1 "Single Stage, Single Envelope" online bidding has been envisaged under this EOI. Broking Firm have to submit the bid in response to this EOI on **GeM portal**. The preparation of bid proposal has to be in the manner described in Clause No. 18,

Section-III, Instructions to Bidders (ITB) of EOI documents.

18 DOCUMENTS COMPRISING THE BID IN RESPONSE TO EOI

The Broking Firm including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to EOI on GeM portal in Online mode.

The bid shall comprise of following documents/ programmed file-Attachments to be submitted.

- a) Original Non-Refundable Bid Processing Fee as per clause no. 04 of ITB
- b) 'Covering Letter' on Broking Firm's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per Format-I
- c) Copy of a valid broking license granted by IRDA since inception upto 31.03.2024
- d) Broking Firm's General Information as per the Format-II
- e) Copy of Board Resolution as per Format-III, if applicable
- f) Power of Attorney for authorized signatory in non-judicial stamp paper as per Format-IV
- g) No Deviation Confirmation as per Format-V
- h) Declaration regarding Banning and Liquidation, Court Receivership etc. as per Format-VI
- i) E-Banking Format as per Format-VII
- j) Chartered Accountant Certificate for Financial Capability of the Broking Firm as per Format-VIII
- k) Shareholding Certificate as per Format-IX
- l) Contract Performance Bank Security as per Format-X
- m) Earnest Money Deposit as per Format-XI
- n) Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.
- o) Any Additional document as specified in Bidding Data Sheet (BDS), Qualifying Requirements, QBS, Annexure-IV of Section-III (ITB), and EoI etc.

19 SUBMISSION, SEALING AND MARKING OF BIDS

NOT USED

20 DEADLINES FOR SUBMISSION OF BIDS

- 20.1 The bids must be submitted on GeM portal in online mode not later than the date and time specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).
- 20.2 The hard copies of required specific documents must be submitted through courier/ registered post/ by hand not later than the date and time specified in the Bid

Information Sheet in Section - I, Invitation for Bids (IFB).

- 20.3 Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of Owner and the Broking Firm, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on GeM Portal <https://www.gem.gov.in> and/or Owner's website www.seci.co.in.

Note: In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

21 LATE BIDS

- 21.1 Any bids received after the notified date and time of closing of EOI will be treated as late bids.
- 21.2 Online submission system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.
- 21.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the EOI document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

22 MODIFICATION AND WITHDRAWAL OF BIDS

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

The Broking Firm may withdraw or modify its bid after bid submission but before the due date and time for submission as per EOI document.

- 22.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 19 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 22.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Broking Firm on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result rejection of bid.
- 22.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.

- 22.5 In case after bid opening the evaluated Broking Firm is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-EoIing, Owner shall take necessary action against the Broking Firm and such Broking Firm shall be debarred from participation in re-EoIing of the same job(s)/ item(s). Further, such Broking Firm will be debarred for a given period as decided by Owner after following the due procedure.

23 BID VALIDITY PERIOD

- 23.1 Bids shall be kept valid for period of **180 (One Eighty) days** from the last date of submission of bids. A bid valid for a shorter period may be rejected by Owner as 'non-responsive'.
- 23.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Owner may request the Broking Firm to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Broking Firm may refuse the request. A Broking Firm agreeing to the request will not be required or permitted to modify his bid.

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

24 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

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

NOT APPLICABLE

- 26 CONTRACT PERFORMANCE SECURITY** – Insurance broking firm shall submit the required Amount of PBG as mentioned in specific work order which will be issued by the SECI/ Quotation by Insurance Company. Performance Security is to be furnished within 30 (thirty) days of acceptance of quotation by SECI/Issuance of

work order by SECI and it should remain valid for a period of 60 (sixty) days beyond the date of Insurance claim period/ Policy validity. The performance security will be forfeited and credited to the SECI's account in the event of a breach of contract by the Broking Firm. It should be refunded to the Broking Firm without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations. For a specific work order requirement, different PBG amount may be asked from bidders on the basis of rating of the insurance company.

27 BID OPENING

As the case may be, Owner will open bids, in the presence of Broking Firm' designated representatives who choose to attend, at date, time and location stipulated in the Bid Information Sheet under Section-I, Invitation for Bids (IFB). The Broking Firm' representatives, who are present shall sign a bid opening register evidencing their attendance. However, the presence of Broking Firm during unpriced bid opening is subjective and will depend on case-to-case basis against the sole discretion of Owner. As it's an online bidding system, Broking Firm's attendance during the Techno-commercial Bid opening in Owner's Premises is not envisaged, as the same may be observed by the respective Broking Firm from their online login credentials of the e-EoIing portal. Any extension in the date and time of Bid Submission/ Bid Opening shall not be considered merely on the plea/ground of system error/ access constraint or any such system related issue encountered by the particular party making such request.

28 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the empanelment, shall not be disclosed to Broking Firm or any other persons not officially concerned with such process. Any effort by a Broking Firm to influence the Owner's processing of bids or empanelment decisions may result in the rejection of the Broking Firm's bid and action shall be initiated as per procedure in this regard.

29 CONTACTING THE OWNER

- 29.1 From the time of bid opening to the time of empanelment, if any Broking Firm wishes to contact the Owner on any matter related to the bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for empanelment shall not be disclosed.
- 29.2 Any effort by the Broking Firm to influence the Owner in the Owner's 'Bid Evaluation', 'Bid Comparison', or 'Empanelment' decisions may result in the rejection

of the Broking Firm's bid and action shall be initiated as per procedure in this regard.

30 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) Meets the "Bid Evaluation Criteria" of the EOI documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Bid Processing Fees', if applicable
- (d) Is substantially responsive to the requirements of the EOI Documents; and
- (e) Provides any clarification and/ or substantiation that the Owner may require to determine responsiveness pursuant to Clause No. 30.2 of Section-III, Instructions to Bidders (ITB).

30.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the EOI documents without material deviations or reservations or omissions for this purpose Owner defines the foregoing terms below: -

- a) "Deviation" is departure from the requirement specified in the EOI documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the EOI documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the EOI document.

30.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in EOI documents.
 - ii) Limit, in any substantial way, inconsistent with the EOI Document, the Owner's rights or the EoIer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other Broking Firm presenting substantially responsive bids.

30.4 The Owner shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

30.5 If a bid is not substantially responsive, it may be rejected by the Owner and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

31 CORRECTION OF ERRORS**NOT APPLICABLE****32 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS****NOT APPLICABLE****33 EVALUATION OF BIDS**

Bid shall be evaluated as per evaluation criteria mentioned below and as per Annexure-III. The Owner shall only use the criteria and methodology indicated in the EOI documents. No other criteria/ methodology shall be permitted.

The Owner will carry out a detailed evaluation of the bids of the qualified Broking Firm in order to determine whether the technical aspects are in accordance with the requirements set forth in the EOI documents.

The evaluation shall be carried out by an evaluation committee in order to ensure the compliance to the eligibility criteria set forth in the EOI document followed by assessment of capacity to do quality work. The evaluation committee may visit the premises of the prospective Broking Firm at its sole discretion.

The evaluation committee will adopt a Quality based Selection (QBS) approach for evaluating the bids as per the Annexure-III under Section-III, Instructions to Bidders (ITB), who are meeting the Qualifying requirements, Section-IV of this EOI based on the information furnished by them.

In order to reach such a determination, the Owner will examine the information supplied by the Broking Firm, pursuant to Clause No. 18 of Section-III, Instructions to Bidders (ITB) and other requirements in the EOI documents, taking into account of the following factors,

- a) overall completeness and compliance with the Scope of Work to the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- b) any other relevant technical factors that the Owner deems necessary or prudent to take into consideration.
- c) any deviations to the commercial and contractual provisions stipulated in the EOI Documents.

- d) details furnished by the Broking Firm in response to the requirements specified in the EOI Documents.
- e) The Owner will ascertain to its satisfaction whether firm determined as having submitted responsive Proposal are qualified to satisfactorily perform the contract.
- f) Qualification of firm will be based on meeting the minimum pass/ fail criteria specified at Section - IV, Qualifying Requirements (QR) of EOI document regarding the firm technical experience and financial position as demonstrated by the firm's responses in the corresponding Bid Schedules.
- g) The Owner may assess the capacity and capability of the Broking Firm, to successfully execute the scope of work covered under the package. This assessment shall inter-alia include (i) document verification, (ii) Firm works, (iii) details of work executed, (iv) details of machinery, facilities, manpower and financial resources, (v) past experience.
- h) The determination will be based upon an examination of the documentary evidence of the Firm qualifications submitted by the Firm, as well as such other information as the Owner deems necessary and appropriate.

After evaluation of the Bids i.e. Bid Proposal & Qualifying Requirement Data of all the Broking Firm who have submitted their proposal for EOI document, the Owner will

- a) intimate the further course of action regarding empanelment to all the qualified Broking Firm; and
- b) intimate the rejection criteria to the remaining disqualified Broking Firm.

34 NOTIFICATION OF EMPANELMENT (NOE)/ LETTER OF EMPANELMENT (LOE)

- 34.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful Broking Firm in writing, in the form of "Notification of Empanelment (NOE)" through e-mail/ courier/ registered post, that his bid has been accepted. The notification of empanelment will constitute the formation of the Contract.
- 34.2 Empanelment/ Contract Period shall commence from the effective date of "Notification of Empanelment"/ "Letter of Empanelment" or as mentioned in the Notification of Empanelment. The "Notification of Empanelment" will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract/ Empanelment Agreement as per Clause No. 35 of Section-III, Instructions to Bidders(ITB).
- 34.3 The "Notification of Empanelment (NOE)" shall be issued to successful Broking Firm

in duplicate. The successful Broking Firm is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures (if any) as a token of acknowledgement within 10 (Ten) days from the date of its issuance.

- 34.4 In case the successful Broking Firm fails to acknowledge the acceptance of "Notification of Empanelment (NOE)" as mentioned above vide clause no. 34.3, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.
- 34.5 In case of Non-response/ acceptance to the NOE or CA by the successful Broking Firm, Owner at its sole discretion may take appropriate actions by annulling the entire EoI process & further can successfully execute the EoI by allocating the subject work to the other Techno commercially successful Broking Firm.

35 EMPANELMENT AGREEMENT

- 35.1 The successful Broking Firm/ Firm shall be required to execute the 'Empanelment Agreement' on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Broking Firm/ Firm] and of 'state' New Delhi only, within '30 [Thirty] days' from the date of the "Notification of Empanelment [NOE]".
- 35.2 In case the successful Broking Firm fails to execute the 'Empanelment Agreement' as mentioned above vide clause no. 35.1, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed. Same may constitute sufficient grounds for take appropriate action for debarring.
- 35.3 In case of Non-response/ acceptance to the NOE or Empanelment Agreement by the successful Broking Firm, Owner at its sole discretion may take appropriate actions by annulling the entire EoI process & further can successfully execute the EoI by allocating the subject work to the other Techno commercially successful Broking Firm.

36 CANCELLATION OF EMPANELMENT AGREEMENT

SECI reserves the right to cancel the Empanelment Agreement of the selected Broking Firm and recover expenditure incurred by the SECI on the following circumstances:

- 36.1 The Broking Firm has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- 36.2 The selected Broking Firm commits a breach of any of the terms and conditions of the

bid/contract.

- 36.3 The Broking Firm goes into liquidation voluntarily or otherwise during the execution of Empanelment Agreement.
- 36.4 The progress regarding execution of the contract, made by the selected Broking Firm is found to be unsatisfactory.
- 36.5 After the award of the Empanelment Agreement, if the selected Broking Firm does not perform satisfactorily or delays execution of the contract, SECI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Broking Firm is bound to make good the additional expenditure, which the SECI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- 36.6 No Broking Firm is permitted to canvass to SECI on any matter relating to this EoI. Any Broking Firm found doing so may be disqualified and his bid may be rejected.

37 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

- 37.1 Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I along with this ITB document.
- 37.2 Annexure-I deliberates in detail all consequences pertaining to clause no. 38.

37.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS/ CONTRACTORS/ BROKING FIRM/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary to "Empanelment Agreement", in case it is found that the Vendors/ Suppliers/ Contractors/ Broking Firm/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/ or on other grounds as mentioned in Owner's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/ Broking Firm shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Owner, to such Vendors/ Suppliers/ Contractors/ Broking Firm/ Consultants.

The Vendor/ Supplier/ Contractor/ Broking Firm/ Consultant understands and agrees that in such cases where Vendor/ Supplier/ Contractor/ Broking Firm/ Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order

by Owner, such decision of Owner shall be final and binding on such Vendor/ Supplier/ Contractor/ Broking Firm/ Consultant and other "Empanelment Agreement" shall not be applicable for any consequential issue/ dispute arising in the matter.

38 RISK OF REJECTION

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

39 INCOME TAX & CORPORATE TAX

(NOT APPLICABLE)

40 FORCE MAJEURE

40.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- a. Act of God, including, but not limited to lightning, fire not caused by Contractors' negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon or tornado;
- b. Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, quarantine;
- c. Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.

40.2 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b. Delay in the performance of any Contractor, sub-Contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in

- power generation materials and equipment;
- d. Strikes at the facilities of the Contractor / Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
- g. Negligent or intentional acts, errors or omissions;
- h. Failure to comply with an Indian Law; or
- i. Breach of, or default under this Empanelment Agreement.
- j. Normal rainy seasons and monsoon
- k. Any Transport strikes not directly affecting the delivery of goods from manufacturer to site

40.3 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.

40.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Firm will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.

40.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

40.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.

40.7 If works are suspended by Force Majeure conditions lasting for more than two months, the Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.

40.8 The Firm will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to ensure its men and materials utilized by it under the Contract.

41 TERMINATION CLAUSES

41.1 Termination for Non-Performance and Subsequently Putting the

Contractor/Firm on Banning List

In case of termination of Contract herein except under conditions of termination after expiry of contract, the Contractor shall be put under Banning List [i.e. neither any enquiry will be issued to the contractor by Owner against any type of EoI nor their offer will be considered by Owner against any ongoing EoI(s) where contract between Owner and that particular Firm (as a Broking Firm) has not been finalized] for a period as decided by the Owner to such Firm.

Banning period shall be reckoned from the date of banning order and shall be for a period as may be decided by the Owner based on specific case basis. However, minimum banning shall be for 06 (Six) months from the date of banning order.

41.2 Termination for Insolvency

If the successful Broking Firm becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the EOI may be terminated, by giving a written notice to the successful Broking Firm, without compensation to the successful Broking Firm, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Entity.

41.3 Termination for Convenience

After placement of the contract, there may be an unforeseen situation compelling Procuring Entity to cancel the contract. In such a case, a suitable notice has to be sent to the successful Broking Firm for cancellation of the contract, in whole or in part, for its (Procuring Entity's) convenience, inter alia, indicating the date with effect from which the termination will become effective. This is not Procuring Entity's legal right— the successful Broking Firm has to be persuaded to acquiesce. Depending on the merits of the case, the successful Broking Firm may have to be suitably compensated on mutually agreed terms for terminating the contract. Suitable provisions to this effect should be to be incorporated in the EoI document as well as in the resultant contract. If termination occurs because of Procuring Entity's convenience or a fundamental breach on his part, the engineer will certify the value of works executed, value of any materials lying at site, reasonable cost of removal of equipment, repatriation of project staff, cost of protecting and securing the works and deducting from it:

- (i) pending advances;
- (ii) other recoveries; and
- (iii) taxes as due.

42 RISK PURCHASE CLAUSE

In case the Successful Broking Firm is not able, in the judgment of SECI, to maintain satisfactory work progress and it appears that he will not be able to render the services within the time schedule and achieve the target completion date, SECI shall be at liberty to either:

- a. Continue as per the Work Order with due liquidated damages (if applicable) for late delivery.
- or
- b. Engage any other Firm, parallel to existing Firm, to complete part of the balance order at the risk and cost of the existing Firm.
- or
- c. Cancel the Work Order and get the balance work done from third party at the risk and cost of the existing Firm.

43 LAWS GOVERNING THE CONTRACT/ JURISDICTION

- 43.1 This Contract shall be governed by the Indian Laws for the time being in force.
- 43.2 The Courts at Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this Contract.

44 BREACH OF CONTRACT

In case the contractor is unable to honour important stipulations of the contract, or gives notice of his intention of not honouring or his inability to honour such a stipulation, a breach of contract is said to have occurred. Mostly, such breaches occur in relation to the performance of the contract in terms of inability to complete the Work within stipulated time. It could also be due to breach of ethical standards or any other stipulation that affects Procuring Entity seriously. As soon as a breach of contract is noticed, a show cause notice should be issued to the contractor, giving two weeks' notice, reserving the right to implement contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately. If termination takes place because of a fundamental breach/ insolvency on the part of the contractor, the engineer shall issue a certificate for the value of work done, deducting from the amounts in respect of:

- (i) advance payments;
- (ii) any recoveries;
- (iii) taxes as due; and
- (iv) Percentage to apply to the work not completed as indicated in the contract data. If

the total amount due to the procuring entity exceeds that due to the contractor, the difference will be a debt payable to the procuring entity. The CA may terminate a contract in the following cases. The Procuring Entity is then free to take over the site and complete the works himself or with another contractor and use the contractor's materials, equipment, temporary works as he/ they think proper.

45 CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (CIPP)

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the Procuring Entity and the Broking Firm/suppliers must abide by the following Code of Integrity for Public Procurement (CIPP). The Broking Firm/suppliers should be asked to sign a declaration about abiding by a Code of Integrity/Integrity Pact for Public Procurement in registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered firm/suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

46 DEBARMENTS OF BROKING FIRM

46.1 Registration of Broking Firm and their eligibility to participate in Procurement Entity's procurements is subject to compliance with Code of Integrity for Public Procurement and good performance in contracts. barment from Bidding. Further, A Broking Firm shall be debarred if he has been convicted of an offence-

- i. a) under the Prevention of Corruption Act, 1988; or
b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- ii. A Broking Firm debarred under sub-section (i) or any successor of the Broking Firm shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
- iii. The Procuring entity may debar a Broking Firm or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the Broking Firm has breached the code of integrity.
- iv. The Broking Firm shall not be debarred unless such Broking Firm has been given a reasonable opportunity to represent against such debarment

46.2 Definitions

a) Firm: The term 'Firm' or 'Broking Firm' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

b) Allied firm: All concerns which come within the sphere of effective influence of the debarred firm shall be treated as allied firm. In determining this, the following factors may be taken into consideration:

1. Whether the management is common;
2. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
3. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
4. Directly or indirectly controls, or is controlled by or is under common control with another Broking Firm.
5. All successor firm will also be considered as allied firm.

The terms “banning of firm”, ‘suspension’, ‘Black-Listing’ etc. convey the same meaning as of “Debarment”.

46.3 Orders for Debarment of a firm(s) shall be passed keeping in view of the following:

i) A Broking Firm or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.

ii) Firm will be debarred if it is determined that the Broking Firm has breached the code of integrity.

iii) A Broking Firm can also be debarred for any actions or omissions by the Broking Firm other than violation of code of integrity, which in the opinion of the Procuring Entity, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide “Bid Securing Declaration (if applicable)” etc.

iv) It will only be applicable to all the attached/ subordinate offices of the procuring Entity/SECI issuing the debarment Order.

v) The procuring Entity/SECI before issuing the debarment order against a firm must

ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

vi) procuring Entity/SECI that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same.

vii) The procuring Entity/SECI will maintain list of debarred firm, which will also be displayed on its website.

viii) Debarment is an executive function and should not be allocated to Vigilance Department.

ix) It is possible that the firm may be debarred concurrently by more than one Ministry/Department. Ministries/ Departments at their option may also delegate powers to debar Broking Firm to their CPSUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for are to be kept in mind. Debarment by such bodies like CPSUs etc. shall be applicable only for the procurements made by such bodies. Similarly, Government e-Marketplace (GeM) can also debar Broking Firm up to two years on its portal. In case of debarments, revocation of the debarment orders before expiry of debarred period should be done only with the approval of the CMD/MD.

46.4 Other Provisions:

i) No contract of any kind whatsoever shall be placed to debarred firm including its allied firm after the issue of a debarment order. Bids from only such firm shall be considered for placement of contract, which are neither debarred on the date of opening of EoI bid nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firm.

ii) If case, any debar firm has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firm shall be returned to them.

iii) Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.

iv) The Debarment shall be automatically extended to all its allied firm. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the “Debarment Order”.

- v) Debarment in any manner does not impact any other contractual or other legal rights of the procuring entity.
- vi) The period of debarment shall start from the date of issue of debarment order.
- vii) The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.
- viii) Ordinarily, the period of debarment should not be less than six months.
- ix) In case of shortage of firm/suppliers in a particular group, such debarments may also hurt the interest of procuring entity. In such cases, endeavour should be to pragmatically analyze the circumstances, try to reform the firm/supplier and may get a written commitment from the firm/supplier that its performance will improve.

47 Post- EoI Negotiations

There shall normally be no post-EoI negotiations. Negotiations shall be carried out only in special circumstances and that too with L-1 Broking Firm in line with Manual for Procurement of Goods/CVC / management guidelines issued from time to time.

Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable Broking Firm (L1), who is techno-commercially responsive for the supply of a bulk quantity and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/pool rates are suspected, should negotiations be extended to those who had either not EoI originally or whose EoI was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates.

The circumstances where negotiations may be considered could be:

- a) Where the procurement is done on nomination basis;
- b) Procurement is from single or limited sources;
- c) Procurements where there is suspicion of cartel formation which should be recorded; and
- d) Where the requirements are urgent and the delay in re-EoIing for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 Broking Firm may be done for bare minimum quantum of requirements. The balance bulk requirement should,

however, be procured through a re-EoI, following the normal EoIing process. The decision whether to invite fresh EoIs or to negotiate and with whom, should be made by the EoI accepting authority based on the recommendations of the TEC. Convincing reasons must be recorded by the authority recommending negotiations. The CA should exercise due diligence while accepting a EoI or ordering negotiations or calling for a re-EoI and a definite timeframe should be indicated.

Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers. For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation.

However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.

After the CA has decided to call a specific Broking Firm for negotiation, the following procedure should be adopted:

- a) It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;
- b) The EoI to be called in for negotiations should be addressed as per the format of letter, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;
- c) Revised bids should be obtained in writing from the selected EoIers at the end of the negotiations. The revised bids so obtained should be read out to the EoIers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected Broking Firm prefers to send a revised bid instead of being present at the negotiation, the offer should be considered. In case a Broking Firm does not submit the revised bid, its original bid shall be considered.

48 Issues on Annulment of Bidding Process, Snap Bidding/ Re-EoIing/ E-Reverse Auction

SECI reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same has been received, without thereby incurring any liability to the affected Broking Firm or Broking Firm or any obligation to inform the affected Broking Firm or Broking Firm of the ground of SECI's action. Annulment may be done due to higher prices for unexplainable reasons, cartel formation or such aspects. Similarly, the bidding document shall also contain a

provision for e-RA.

There are a number of situations where the evaluation committee may not make a recommendation for the award of a contract. Management/Competent Authority may also specify grounds for mandatory cancellation.

In this case, the management recommends, the cancellation of the EoI process or sets out the mandatory grounds for cancellation. It will then be up to the Competent Authority to decide, on the basis of the circumstances of the case how to proceed.

The Procuring Entity may cancel the process of procurement or rejecting all bids at any time before intimating acceptance of successful bid under circumstances mentioned below. In case where responsive bids are available, the aim should be to finalise the EoI by taking mitigating measures even in the conditions described below. If it is decided to rebid the EoI, the justification should balance the perceived risks in finalisation of EoI (marginally higher rates) against the certainty of resultant delays, cost escalations, loss of transparency in re-invited EoI. After such decision, all participating Broking Firm would be informed and bids if not opened would not be opened and in case of manual EoIs be returned unopened:

- a) If the quantity and quality of requirements have changed substantially or there is an un-rectifiable infirmity in the bidding process;
- b) when none of the EoIs is substantially responsive to the requirements of the Procurement Documents;
- c) none of the technical Proposals meets the minimum technical qualifying score;
- d) If effective competition is lacking. However, lack of competition shall not be determined solely on the basis of the number of Broking Firm.
- e) the Bids'/Proposals' prices are substantially higher than the updated cost estimate or available budget;
- f) If the Broking Firm, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall re-EoI the case.
- g) No bids received or adequate competition not available.

- h) None of the bids received has been found to be compliant
- i) Prices quoted by Broking Firm are abnormally high or abnormally low
- j) None of the bids when using the open channel satisfies the set selection criteria of eligibility.
- k) Irregularities occurred during the process of evaluation of bids.

- I. Approval for re-EoI should be accorded by the CA after recording thereasons/proper justification in writing. The decision of the procuring entity to cancel the procurement and reasons for such a decision shall be immediately communicated to all Broking Firm that participated in the procurement process. Before reEoIing, the procuring entity is first to check whether, while floating/issuing the enquiry, all necessary requirements and formalities such as standard conditions, industry friendly qualification criteria, and technical and commercial terms, wide publicity, sufficient time for bidding, and so on, were fulfilled. If not, a fresh enquiry is to be issued after rectifying the deficiencies.
- II. In case, circumstances warrant annulment of bidding process before the deadline for bid submission/opening of bids, a 'general notification' to this effect shall be issued on the Procurement Portal/SECI's website. The decision of annulment shall also be intimated to the Broking Firm through online/offline mode, as the case may be. The bids, if any, received by that time shall also be returned. However, once the bids are opened (Techno-Commercial and/or Price part), the recourse under this provision to reject all the bids shall be opted as a last resort, recording adequate justification for such action. In all cases such annulment shall be done with the approval of Competent Authority for award of Contract. However in cases where the Competent Authority for award of contracts is the Committee of Directors / Committee on Award of Contracts/ Board of Directors, the annulment shall be done with the approval of MD/CMD.
- III. Rejection of any or all the bids, for reasons whatsoever, shall be with the approval of the authority competent to award the particular package. However, if the approval of award falls within the powers of sub-committee/ Board of directors, the rejection of bids shall be with the approval of MD/CMD. The proposal for annulment of bidding, after the bids are opened, shall be processed by the EoI committee through Contracts, Indenting and Finance Depts., for the approval of the Competent Authority.
- IV. Once all the bids are rejected for reasons of lack of competition or higher prices, the project/ technical specification/ QR etc. may be reviewed by the Indenting Dept., as appropriate and the same may be suitably modified.
- V. If fresh bids are invited based on the same bidding process, maintaining the prices of the bids as ceiling prices where prices are already open, the same shall be termed as

Snap bidding. Snap bids can be invited from all those parties who had submitted their bids, with the provision that all the unit prices to be quoted in the revised bid cannot be higher than what were quoted in the original bid. If the unit price quoted in the revised bid are higher than what were quoted in initial bid, such bids shall be treated non-responsive and shall be rejected.

- VI. e-RA shall in general be conducted as per the guidelines in place. However, in case situation so warrants, e- RA may also be conducted in other cases if so directed by the Competent Authority for award of the Contract for justified reasons. Though its not applicable here.
- VII. Notwithstanding anything mentioned in the RfS/bid documents/EoI, in case of annulment/cancellation of bids subsequent to the last date of bid submission, all the opened/unopened bids submitted by the Broking Firm in response to the said EoI shall be returned by SECI, including the amounts submitted against EMD and bid processing fee (without interest). In case of a EoI comprising both offline and online bid submission, in the event a Broking Firm submits the offline bid but fails to submit the online bid within the bid submission deadline, the EMD shall be returned to the respective Broking Firm.
- VIII. Further, in the event of rebidding of an annulled / cancelled bid, being conducted by SECI, the Broking Firm who have already submitted cost of RfS documents shall not be required to re-submit the amount against cost of RfS document, provided that the bidding company or its Affiliate participates in the rebidding process.

49 Issues on Eligibility/Ineligibility of Firm for Participation in the Bidding Process

In case a Broking Firm fails to honour its bids, after emerging as successful Broking Firm in two or more cases within a period of one year, bids from such Broking Firm for any of the ongoing projects or for future projects with originally scheduled date of bid opening falling within a period of one year, shall not be considered for acceptance and shall be treated as deemed non-responsive. The period of one year shall be reckoned from the incidence of first such event. Contracts & Procurement Department will keep a record of all such cases so as to present whenever required.

Any bid submitted by a Broking Firm having Conflict of Interest, as defined in the Bidding Documents, shall be considered non-responsive.

50 Debriefing

Under Single Stage Two Envelope Bidding, all the Broking Firm whose First Envelope bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection before the opening of Second Envelope bids.

Under Single Stage Single Envelope Bidding, all the Broking Firm whose bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection after award of Contract for the particular package.

Under Two Stage Bidding, all the Broking Firm whose First Stage bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection before the inviting of Second Stage Bids.

Annexure-I

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

1. Definitions:

- 1.1 “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- 1.2 “Fraudulent Practice” means and include any act or omission committed by an firm or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive to influence a selection process or during execution of contract/ order.
- 1.3 “Collusive Practice amongst Broking Firm (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
- 1.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any firm or its property to influence the improperly actions of an firm, obstruction of any investigation or auditing of a procurement process.
- 1.5 A “Vendor/ Supplier/ Contractor/ Consultant/ Broking Agency” is herein after referred as “Broking Firm” or “Firm”.
- 1.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Firm and Banning of business

dealings with Firm and shall be the “Committee” concerned.

- 1.7 “Allied Firm” shall mean all the concerns within the sphere of effective influence of banned/ suspended firm. In determining this, the following factors may be taken into consideration:
 - (a) Whether the management is common.
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) Substantial or majority shares are owned by banned/ suspended firm and by virtue of this it has a controlling voice.
- 1.8 “Investigating Agency” shall mean any department or unit of Owner investigating into the conduct of Firm/ party and shall include the Vigilance Department of the Owner, Central Bureau of Investigation, State Police or any other firm set up by the Central or state government having power to investigate.
- 1.9 “**Conflict of interest**”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to EoI or execution process of contract; or improper use of information obtained by the (prospective) Broking Firm from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- 1.10 “**Obstructive practice**”: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;
- 1.11 “**Anti-competitive practice**”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more Broking Firm, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

2. **Actions against Broking Firm indulging in corrupt /fraudulent/ collusive/ coercive practice**

2.1 **Irregularities noticed during the evaluation of the bids:**

If it is observed during bidding process/ bids evaluation stage that a Broking Firm has indulged in corrupt/ fraudulent/ collusive/ coercive practice, the bid of such Broking Firm (s) shall be rejected, and its Earnest Money Deposit (EMD, if applicable) shall

be forfeited.

Further, such firm shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

2.2 Irregularities noticed after award of contract

(a) During execution of contract:

If an firm, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the firm shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

The concerned order(s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the firm on banning list.

After conclusion of process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Security submitted by firm against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(b) After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period:

If an firm is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period/O&M Period, the firm shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

Further, the Contract Performance Security submitted by firm against such order(s)/ contract(s) shall be forfeited.

(c) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period

If an firm is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period,

the firm shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

2.3 Period of Banning

Banning period shall be reckoned from the date of issuance of banning order and shall be for a period as may be decided by the Owner based on specific case basis. However, minimum period of ban shall be 06 (Six) months from the date of issuance of banning order.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

3. Effect of banning on other ongoing contracts/ EoIs

- 3.1 If a firm is banned, such firm shall not be considered in ongoing EoIs/ future EoIs.
- 3.2 However, if such a firm is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the firm shall be allowed to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the contract.
- 3.3 If a firm is banned during EoIing and irregularity is found in the case under process:
 - 3.3.1 after issue of the enquiry/ bid/ EoI but before opening of technical bid, the bid submitted by the firm shall be ignored.
 - 3.3.2 after opening technical bid but before opening the Price bid, the Price bid of the firm shall not be opened and EMD, if applicable submitted by the firm shall be returned to the firm.
 - 3.3.3 after opening of price bid, EMD, if applicable made by the firm shall be returned; the offer/Bid of the firm shall be ignored & will not be further evaluated. If the firm is put on banning list for fraud/ misappropriation of facts committed in the same EoI/ other EoI where errant firm emerges as the lowest (L1), then such EoI shall also be cancelled and re-invited.

4. Procedure for Suspension of Broking Firm

4.1 Initiation of Suspension

Action for suspension business dealing with any firm/(ies) shall be initiated by C&P Department when

- (i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the firm.

- (ii) Vigilance Department based on the input from Investigating firm, forward for specific immediate action against the firm.
- (iii) Non performance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

4.2 Suspension Procedure:

- 4.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the firm and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the firm on banning list.
- 4.2.2 During the period of suspension, no new business dealing may be held with the firm.
- 4.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the firm.
- 4.2.4 The decision regarding suspension of business dealings should also be communicated to the firm.
- 4.2.5 If a prima-facie, case is made out that the firm is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show-cause notice shall be put up to the Competent Authority. The suspension order and show-cause notice must include that (i) the firm is put on suspension list and (ii) why action should not be taken for banning the firm for future business from Owner.

The competent authority to approve the suspension will be same as that for according to approval for banning.

4.3 Effect of Suspension of business:

Effect of suspension on other on-going/ future EoIs will be as under:

- 4.3.1 No enquiry/ bid/ EoI shall be entertained from a firm as long as the name of firm appears in the Suspension List.
- 4.3.2 If a firm is put on the Suspension List during EoIing:
 - 4.3.2.1 after issue of the enquiry/ bid/ EoI but before opening of technical bid, the bid submitted by the firm shall be ignored.
 - 4.3.2.2 after opening technical bid but before opening the Price bid, the Price bid of the firm shall not be opened and EMD, if applicable submitted by the firm shall be returned to the firm.
- 4.3.3 The existing contract(s)/ order(s) under execution shall continue.

EoIs invited for procurement of goods, works and services shall have provision that the Broking Firm shall submit an undertaking to the effect that (i) neither the Broking Firm themselves nor their allied firm are on banning list of Owner or the Ministry of New &

Renewable Energy (ii) Broking Firm is not banned by any Government Department/ Public Sector.

ANNEXURE-II**TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS)**

As an initiative of Government of India & RBI towards Make in India, Skill India & Financial Inclusion, to provide a platform for bill discounting for MSME vendors, Solar Energy Corporation of India Limited has entered into an association / agreement with following 3 (three) financial institutions:

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. A Treds, a joint-venture between Axis Bank and Mjunction Services; and
3. Mynd Solution which runs M1 Exchange

MSE vendors can register on a digital platform which connects MSME sellers and their Buyers to multiple financiers. It enables MSME sellers, under an efficient & transparent bidding mechanism, to sell their invoices to financiers, thus unlocking working capital / generating liquidity quickly, without impacting their relationship with Buyers.

Benefits to MSME Seller:

1. Timely & Cheap finance without any collateral/ loan/ debt and no recourse to the MSME Seller.
2. MSME Seller can get payments in less than 48 hours from submitting invoice on the platform, thus improving cash flows.
3. Online & transparent bidding mechanism coupled with Buyer credit profile ensures most competitive rates and significant reduction in cost of funds for MSME.
4. Funding is without recourse to Seller; thus, payment once received through Platform cannot be recalled by the Financier.

Steps Involved for registration at Platform:

1. Acceptance of Offer Letter
2. One-time Submission of KYC and On-boarding documents
3. Verification of Documents by individual firm (each of above) as per RBI guidelines
4. Execution of Agreement with by individual firm (each of above)
5. Registering of MSME seller
6. Activation of User ID and Password for MSME seller
7. Issuance of User ID and Password to MSME seller
8. Commencement of transactions on Platform

A dedicated customer Management Team will be available for all the “TReDS Platform” by these platforms for any related queries. SECI will not entertain any queries related to any of

these platforms.

A payment to be taken through “TReDS” or directly from SECI is a sole discretion of the vendor. SECI shall not intervene in the vendor’s decision to place their invoices on “TReDS” Platform or directly taking payments from SECI.

“TReDS” option shall only be given to the MSME vendors and any other vendor “NOT” registered as MSME with SECI, cannot avail this facility.

Note:

1. The above benefits shall be allowed to only manufacturing Micro and small Enterprises and not to traders /agents for supply of materials.
2. Broking Firm registered under the “service” category shall not be considered for supply of material.
3. Udyog Aadhar Number is mandatory for availing benefits against above scheme.
4. Any Change in MSE policy by Govt/competent authority shall supersede above clauses

Annexure - III

EVALUATION CRITERIA AND MARKING BASED ON QBS APPROACH

GENERAL

The Broking Firm are required to submit only Techno-Commercial Bids under this EOI.

Broking Firm should explicitly note that no price bids are to be submitted as a part of this EOI at this stage.

Documentary Evidence in support of their qualification against all the evaluation parameters listed below must be submitted by the firm along with the Bid.

In case of experience evaluation parameter, documentary evidence including Completion Certificate/ Performance Certificate with details of Purchase Orders/ Work Orders/ Contract Agreement indicating scope of assignment, name of client(s), value of assignment, date & year of award etc., along with relevant copies of Contract/ Work Orders/ LOI/ LOA/ NOA/ PO must be submitted by the firm along with the bid, in support of their qualification.

The Proposal will be evaluated by the EOI Evaluation Committee (EEC) to be set up by Owner for the purpose. While evaluating the proposals, the EEC will allot weightage for the Proposal as under:

S. No.	Parameter/ Criteria/ requirement	Document(s)/ Other requirement(s)	Evaluation of marks		Maximum marks
1	Years of Experience as composite broker as on bid-submission date	Copy of license issued by IRDAI	Years	Marks	15
			3	4	
			>3≤6	8	
			>6≤9	12	
			> 9	15	
2	Number of PSUs/Govt. Organisation/State PSU/State Govt. clients handled as an insurance broker in the last three financial years i.e. FY 2021-22, 2022-23, and 2023-24	Copy of letter of appointment issued by the PSUs/Govt. Organisation/State PSU/State Govt. client in their official letterhead mentioning the name of the broker to be submitted, or Insurance	No. of Clients	Marks	15
			>5≤8	4	
			>8≤10	8	
			>10≤12	12	
			>12	15	

	<i>*Experience from one company shall be counted one time only even if the company has been served for multiple years</i>	policy copy issued, or certified by Principal Officer/Authorized signatory of the broking company			
3	Broker should have a Dedicated Claims Team with full time professionals	Certification from the Principal Officer on the Company's letterhead mentioning names, designation, Overall work experience & number of years in the current Insurance Broking firm of all such employees	Number of Dedicated claims team officials	Marks	10
			5	4	
			>5≤8	6	
			>8≤10	8	
			>10	10	
4	Total premium handled in FY 2023-24 sourced from general insurance Business. <i>*The broker should be directly appointed by the client</i>	Certification from the client or certified from CA mentioning the premium from general insurance business only	Premium (Cr.)	Marks	15
			20	4	
			>20≤30	8	
			>30≤40	12	
			>40	15	
5	Number of high value claims (Each worth Rs. 1 Cr. & above) handled (settled/on account payment received) as a direct broker claims for Assets & Liability Corporate Insurances excluding Motor TP in the last three FYs i.e. 2021-22, 2022-23 and 2023-24	Any one of the following document: (i) Documentary evidence from the client. (ii) Certificate from CA Copies of discharge voucher Countersigned by Authorized signatory of the client.	No. of claims	Marks	15
			>3≤5	4	
			>5≤10	8	
			>10≤15	12	
			>15	15	
7	Total nos. of on rolls Lawyers with minimum working experience of at least 15 years	Details certified by CEO/ Principal officer (Performa is at Annexure IV)	1 mark for each Lawyer maximum upto 5 marks		5
8	Average Turnover in the last 3 (Three) preceding	Certification from CA mentioning the turnover in	Turnover (Cr.)	Marks	15

	FYs i.e. 2021-22, 2022-23, & 2023-24	the last three preceding FY (Performance is at Annexure IV)	>30≤60	4	
			>60≤90	8	
			>90≤120	12	
			>120	15	
9	Interactive Presentation	Duration 30 to 45 Minutes			10
Total					100

The minimum cut off Marks for the Presentation will be 70 (Except the presentation) out of 90 Marks. Broking Firm scoring less than 70 marks out of 90 marks will not be considered for Presentation. After presentation, **Broking Firm scoring less than 80 Marks out of 100 Marks will not be considered for empanelment process.**

The EEC will adopt a Quality based Selection (QBS) approach for evaluating the bids. The total score, shall be obtained by weighing the quality scores. On the basis of the weight for quality, the Broking Firm shall be ranked in terms of the total score obtained. The proposal obtaining the highest total score in evaluation of quality will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.

In case of a tie among any two or more firm, the Broking Firm with the highest MAAT (of last three financial years) will be ranked as H-1, followed by the lower one as H-2, and so on in descending order of their MAAT.

Further, also tie in the MAAT (of last three financial years) of any two or more firm, then the Broking Firm with the highest net worth will be ranked as H-1 followed by lower one as H-2 and so on in descending order of their net worth.

Thereafter, the proposal ranked H-1 shall be recommended for Notification of Empanelment (NOE) on the sole discretion of the owner.

Only one broking firm shall be empanelled against this EoI. The number of firms can be increased/ decreased upon sole discretion of Owner.

IN CASE ANY DOCUMENT BY A BROKING FIRM IS FOUND TO BE FORGED OR FAKE, OWNER RESERVES ITS RIGHT TO TAKE APPROPRIATE ACTIONS FOR SUCH MALPRACTICES INCLUDING FOREFEITURE OF EMD AND/ OR BANNING OF BUSINESS/ BLACKLISTING ETC.

Annexure - IV**PERFORMA – PART A**

Needs to be filled-in and duly signed and stamped by CA of the Insurance Broker

- 1. Turnover (in INR) for the last three financial years i.e. 2021-22, 2022-23 & 2023-24**

FY 2021-22	
FY 2022-23	
FY 2023-24	

- 2. Net Worth (in INR) consecutively for each of the last 3 completed financial years up to 31.03.2024**

FY 2021-22	
FY 2022-23	
FY 2023-24	

PERFORMA-PART B

Needs to be filled-in and duly signed and stamped by Principal Officer of the Insurance Broker

- 1. Handled the general insurance/ reinsurance placement as a lead broker of PSU during the last three financial years i.e. 2021-22, 2022-23 & 2023-24**

FY 2021-22	
FY 2022-23	
FY 2023-24	

- 2. Have successfully settled at least 3 high value claims (one claim shall be Rs. 1 crore and above) other than agriculture insurance in the last three financial years i.e. 2021-22, 2022-23 & 2023- 24**

FY 2021-22	
FY 2022-23	
FY 2023-24	

- 3. Must have been appointed as a direct insurance broker for at least five (05) general insurance policies (excluding agriculture) with a sum insured of more than Rs. 4800 cr during the last 3 years as on the bid submission date. (Please note: Experience from 1 company shall be counted one time only, even if the company has been served for multiple years)**

- 4. Total premium handled in FY 2023-24 sourced from general insurance Business only (Please note: The broker should be directly appointed by the client)**



SECTION - IV

QUALIFYING REQUIREMENTS (QR) FOR BROKING FIRM

Qualification of the Broking Firm will be based on their meeting the minimum eligibility criteria specified below regarding the Broking Firm's General Standards, Technical Experience and Financial eligibility as demonstrated by the Broking Firm's responses in the corresponding Bid documents. Specific requirements are given below.

1. GENERAL ELIGIBILITY CONDITIONS

- 1.1. The Broking Firm should be registered in India as per Companies Act 1956 or 2013 and may be a Group company or Holding company or Subsidiary company of a company meeting the technical and financial eligibility requirement (s) as set forth in this section. Further, Government owned Enterprises registered and incorporated in India are also allowed to participate in this EOI. However, the Broking Firm against whom sanction/debarment/blacklisting for conducting business is imposed by Government of India, are not allowed to participate. The subsidiary of a foreign company, which is registered in India under Companies Act, 1956 or 2013 prior to the bid submission deadline, is eligible to participate.
- 1.2. The self-certified copies of valid Certificate of Incorporation (CoI), Article of Association (AoA), and Memorandum of Association (MoA) need to be submitted along with the bid documents.
- 1.3. NGO, Charitable Trusts, Educational Societies and Joint Venture/ Consortium are not allowed to participate in the bidding process.
- 1.4. The Broking Firm should not be under any liquidation, court receivership or similar proceedings on the due date of submission of bid.
- 1.5. The Broking Firm should have mandatory Head Office or Branch Office in Delhi/NCR. A self-certification on the letterhead of the Broking Firm (duly stamped and signed) indicating the address and contact details of the concerned in Delhi/NCR is to be submitted along with the bid.
- 1.6. There should be no event of blacklisting/ cancellation/debarment and discontinuation of running mandate given to the Broking Firm by any CPSU/ Govt./ IRDAI within the preceding 03 (Three) years as on the originally scheduled date of bid submission. A declaration certified by CEO/ their authorized signatory on a non-judicial stamp paper of appropriate value stating no event of blacklisting/ cancellation/debarment and discontinuation need to be submitted.

2. TECHNICAL ELIGIBILITY CONDITIONS

- 2.1. The Broking Firm should be an IRDAI accredited composite insurance broker in the field of providing Insurance Broking Services as an direct licensed insurance broker for last 3 (Three) consecutive FYs i.e. 2021-22, 2022-23 & 2023-24. The self-certified copies of valid IRDAI licenses covering the last 3 FYs period from 01.04.2021 to 31.03.2024 needs to be submitted.
- 2.2. The Broking Firm should have handled the General Insurance placement as a lead broker of minimum 3 (Three) CPSUs/Govt. Organisation/State PSUs/State Govt. during the last 3 (Three) completed FYs i.e. 2021-22, 2022-23 & 2023-24. The letter of appointment issued by the CPSUs/Govt. Organisation/State PSUs/State Govt. clients on their letter heads or policy copy, certified by Principal Officer of the Broking Company needs to be submitted.
- 2.3. Broking Firm should have among its clients, various institutes/centres or corporate in public/private sectors, for whom they have been providing the similar services. Names and addresses of such clients along with details regarding nature, amount and period of the contracts should be furnished.
- 2.4. The Bidder should have rendered satisfactory services and successfully executed contracts of “**Similar Works**” in any of the preceding three years i.e. the current financial year and the last three financial years. “**Similar Works**” means the services rendered as broking firm for the “**Insurance Consultancy, Risk Evaluation and Purchase of Insurance Policies, Insurance Broking, Insurance Broking Agents etc.**”.

(Document Required: Proof of documentation conforming above experience details/Client work order/LOI/PO/Recommendation letter/ Successful Order execution confirmation from client side)

2.5. Further,

The Bidder should have successfully completed at least one single similar work order of value of policy/ies having the Policy Premium value of **INR 2,30,00,000 /- (Indian Rupees Two Crore Thirty Lakhs only)**¹ or more during any of the last three years i.e. the current FY and the last three FYs.

Or

The Bidder should have successfully completed at least two similar works orders of value of policy/ies having the Policy Premium value of **INR 1,44,00,000 /- (Indian Rupees One Crore Forty Four Lakhs only)**² or more during any of the last three

¹ The Bidder should have successfully completed at least one single similar work order of value of 80% of the estimated premium, **2.86 Crore *80% = 2.30 Crore**

² The Bidder should have successfully completed at least two single similar work order of value of 50% of the estimated premium, **2.86 Crore *50% = 1.44 Crore**

years i.e. the current FY and the last three FYs.

Or

The Bidder should have successfully completed at least three similar works orders of value of policy/ies having the Policy Premium value of **INR 1,15,00,000 /- (Indian Rupees One Crore Fifteen Lakhs only)**³ or more during any of the last three years i.e. the current FY and the last three FYs.

- 2.6. The similarity and suitability of the experience shall be assessed by EoI Committee on the basis of documentary proof (copy of work-contract, agreement, completion certificate etc) furnished by Broking Firm. EoI Committee may make cross-reference to confirm the documentary evidences. Bid(s) without the documentary proof shall be liable for rejection.

3. FINANCIAL ELIGIBILITY CONDITIONS

- 3.1. The Minimum Average Annual Turnover (MAAT) of the Broking Firm in the last three FYs 2021-22, 2022-23 & 2023-24 should be **INR 25 Crores (Indian Rupees Twenty Five Crores Only)** or more. A certificate of the same duly certified from the Statutory Auditor needs to be submitted.

** MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts. In case of EoI having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the Broking Firm has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, Broking Firm has to compulsorily submit the audited financial results of immediately preceding three financial years.*

- 3.2. The Broking Firm must have been appointed as a direct insurance broker for atleast five (05) general insurance policies (excluding Agriculture) with a total sum insured of more than **INR 4800 Crores (Indian Rupees Forty Eight Hundred Crores Only)** during the last three (03) FY's as on the EoI submission date. A certificate from the Principal Officer that the sum insured is more than Rs. 4800 crores is to be submitted.

(Experience from 1 company shall be counted one time only, even if the company has

³ The Bidder should have successfully completed at least three single similar work order of value of 40% of the premium, **2.86 Crore *40% = 1.15 Crore**

been served for multiple years)

- 3.3. The Broking Firm will provide a copy each of audited annual report/balance sheets and Profit & Loss Account of previous three financial years for ascertaining their turnover for the purpose of verification to meet the above financial criteria as per Format-VIII along with the “Shareholding Certificate” as per Format-IX of this EOI.
- 3.4. The Broking Firm should have successfully settled at least 3 high value claims of **INR 1 Crore (Indian Rupees One Crore Only)** and above for Assets & Liability segment of Corporate Insurance policies only (excluding Motor Third Party Liability) in the last three FY’s i.e. 2021-22, 2022-23 and 2023-24. A Certificate from the Principal Officer or Copies of discharge voucher needs to be submitted.
4. SECI may assess the capacity and capability of the Broking Firm, to ascertain that the Broking Firm can successfully execute the scope of work covered under the EoI within stipulated completion period. This assessment shall inter-alia include (i) document verification, (ii) Broking Firm’s facilities visit, (iii) details of supporting systems in place, (iv) past experience and performance testimonials, (v) customer feedbacks
5. SECI reserves the right to waive minor deviations if they do not materially affect the capability of the Broking Firm to execute the contract.



SECTION - V

SAMPLE FORMS & FORMATS FOR

BID SUBMISSION

FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the EoI. These formats are designed to demonstrate the Broking Firm's compliance with the Qualification Requirements set forth in Section - IV and other submission requirements specified in the EoI:

- i) Format of Covering Letter (Form-I)
- ii) Format for Broking Firm's General Information (Form-II)
- iii) Format for Board Resolutions (Form-III)
- iv) Format for Power of Attorney (Form-IV)
- v) Format for No Deviation Confirmation (Form-V)
- vi) Format for Declaration regarding Banning and Liquidation, Court Receivership etc. (Form-VI)
- vii) E-Banking Format (Form-VII)
- viii) Format for Chartered Accountant Certificate for Financial Capability of the Broking Firm (Form-VIII)
- ix) Format for Shareholding Certificate (Form-IX)
- x) Format for Contract Performance Bank Security (Form-X)
- xi) Format for Earnest Money Deposit (Form-XI)
- xii) List of Banks (Annexure-C)

Format-I

COVERING LETTER

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

Ref. No. _____

Date:

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

Tel. #:

Fax #:

E-mail address #

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi-110023

Sub: Bid for “Empanelment of Insurance broking firm for consultancy, risk evaluation and purchase of insurance policies of SECI” against EoI No. SECI/C&P/BF/EoI/25/0001/2024-25 dated 06.01.2025.

Dear Sir / Madam,

We, the undersigned _____ [insert name of the ‘Broking Firm’] having read, examined and understood in detail this EOI Document hereby submit our response to this EOI Document. We confirm that in response to the aforesaid EOI Document, we including our Parent Company/ Affiliate/ Ultimate Parent Company have not submitted more than one response to EOI Document including this response to EOI Document. We are submitting application for Broking Firm for “Empanelment of Insurance broking firm for consultancy, risk evaluation and purchase of insurance policies of SECI”.

1. We give our unconditional acceptance to this EOI, dated 06.01.2025 and EOI documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. In token of our acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document. We shall ensure that we execute Empanelment Agreement as per the provisions of the EOI and provisions of such Empanelment Agreement and EOI documents shall be binding on us.

2. Bid Capacity

We have bid for the entire scope of work mentioned in the EOI document.

3. Bid Processing Fees

We have enclosed a Bid Processing Fees of INR (Insert Amount), in the form of NEFT/Demand Draft/ Banker’s Cheque no (Insert UTR reference no/

reference of the DD/ Banker's Cheque) dated..... (Insert date of UTR/DD/ banker's cheque) from (Insert name of Bank providing DD/ banker's cheque) and valid up to and including in terms of Clause of this EOI.

4. Void

5. We have submitted our response strictly as per (Forms & Formats) of this EOI, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

6. Acceptance

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

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

7. Familiarity with Relevant Indian Laws & Regulations

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

8. We are enclosing herewith our response to the EOI Document with Forms & Formats duly signed as desired by you in the EOI Document for your consideration.

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

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

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

12. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred eighty (180) days from the date of opening of EOI.

13. Contact Person

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

Name :

Designation:

Company :

Address :

Phone Nos.:

Mobile Nos.:

Fax Nos.:

E-mail address:

14. We have neither made any statement nor provided any information in this EOI, which to

the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Broking Firm, we agree that the same would be treated as a Seller's event of default.

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

Thanking you,
Yours faithfully,

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

Format-II

BROKING FIRM'S GENERAL INFORMATION

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

Sr. No.	Description	Remarks
1	Name of the Broking Firm	
2	Status of the Broking Firm	
3	Mailing Address of Registered Office	
4	Mailing Address of Operation Office	
5	E-mail	
6	Web site	
7	Authorized Contact Person(s) with Name, Designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
8	Year of Incorporation	
9	Number of Years in Operation	
11	Bank Details (Account Name, Account No, IFSC Code & Bank Branch Address)	
12	Permanent Account Number (PAN) of the Broking Firm	<i>(Copy of PAN Card to be enclosed)</i>
13	GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
14	GSTN Address	
15	PF Registration Number with Details	<i>(Copy of Registration to be enclosed)</i>
16	ESI Registration Number with Details	<i>(Copy of Registration to be enclosed)</i>
17	Have the Broking Firm/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work	Yes/No <i>(If answer is YES, please provide details)</i>
18	Reference of any document information attached by the Broking Firm other than specified in the EOI.	
19	Bidding company is listed in India	Yes/ No
20	Details of the Ownership structure (Details of persons owning 10% or more of the	

	Total Paid up equity of the Bidding Company in the Format as below)	
21	Whether company is MSME as on the bidding date	Yes/ No
22	If MSME, Registration number	

(Signature of Authorized Signatory)
With Stamp

Format-III**FORMAT FOR BOARD RESOLUTIONS**

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

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. RESOLVED THAT Mr./ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to EOI No. SECI/C&P/BF/EOI/25/0001/2024-25 dated 06.01.2025 for 'Empanelment of Insurance broking firm for consultancy, risk evaluation and purchase of insurance policies of SECI' in India, including signing and submission of all documents and providing information/ response to EOI of Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

Certified True Copy

**(Signature, Name and Stamp of Director/Company Secretary with
Registration/Membership no.)**

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Format-IV

FORMAT FOR POWER OF ATTORNEY

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

Know all men by these presents, We
(name and address of the registered office of the Bidding Company as applicable) do hereby
constitute, appoint and authorize Mr./Ms. (name & residential
address) who is presently employed with us and holding the position of
..... as our true and lawful attorney, to do in our name and
on our behalf, all such acts, deeds and things necessary in connection with or incidental to
submission of our Bid for 'Empanelment of Insurance broking firm for consultancy, risk
evaluation and purchase of insurance policies of SECI in response to the EOI No.
SECI/C&P/BF/EOI/25/0001/2024-25 dated 06.01.2025 issued by Solar Energy Corporation
of India Limited (SECI), New Delhi including signing and submission of the Bid and all
other documents related to the Bid, including but not limited to undertakings, letters,
certificates, acceptances, clarifications, guarantees or any other document which the SECI
may require us to submit. The aforesaid Attorney is further authorized for making
representations to the Solar Energy Corporation of India Limited, New Delhi and providing
information/ responses to SECI, New Delhi representing us in all matters before SECI, New
Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till
the completion of the bidding process as per the terms of the above-mentioned EOI.

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

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

Signed by the within named

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

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

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

Attested

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

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

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

WITNESS

1.
(Signature)

Name.....

Designation

2.
(Signature)

Name.....

Designation

Notes:

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

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

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

Format-V

FORMAT FOR NO DEVIATION CONFIRMATION

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

Ref. No. _____

Date:

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

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi-110023

Sub: Bid for “Empanelment of Insurance broking firm for consultancy, risk evaluation and purchase of insurance policies of SECI ” against EOI No. SECI/C&P/BF/EOI/25/0001/2024-25 dated 06.01.2025.

Dear Sir / Madam,

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

Place:

Firm]

[Signature of Authorized Signatory of Broking

Date:

Name:

Designation:

Seal:

Format-VI

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

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

Ref. No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi-110023

Sub: Bid for “Empanelment of Insurance broking firm for consultancy, risk evaluation and purchase of insurance policies of SECI” against EOI No. EOI No.

SECI/C&P/BF/EOI/25/0001/2024-25 dated 06.01.2025.

Dear Sir / Madam,

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

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

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Broking Firm]

Name:

Designation:

Seal:

Format-VII**e-BANKING FORMAT**

(To be submitted on the Letter Head of the Broking Firm)

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

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

(Signature of Vendor/ Customer)

Format-VIII

**FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE
FOR FINANCIAL CAPABILITY OF THE BROKING FIRM**

(To be submitted on the Letter Head of the Chartered Accountant)

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

S No	Financial Year	Turnover	Remarks
1	2021-22		
2	2022-23		
3	2023-24		

In addition to the above, the Broking Firm has to submit the following documents/ information:

- Copy of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2024.
- In case of EoI having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the Broking Firm has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, Broking Firm has to compulsorily submit the audited financial results of immediately preceding three financial years

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year ____
	Amount (Currency)
Net Worth (As per the Companies Act 2013)	

Date:

Signature of Chartered

Seal and Signature of Broking Firm

UDIN:

Accountant with Seal

Witnesses:

Format-IX**FORMAT FOR SHAREHOLDING CERTIFICATE***(To be submitted on the Letter Head of the Broking Firm)*

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

Yours faithfully

(Signature and Stamp of Authorized Signatory of Broking Firm)

Name:

Date:

Place:

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

Note: In case of proprietorship firm, a self-certification of shareholding to be submitted.

Format-X**FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY**

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'selected Contractor/ Service Provider') submitting the response to Tender inter alia for [Insert title of the Tender], dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Bid of the Contractor/ Service Provider and issuing GeM Order/ Notification of Award/ Contract Agreement No. _____ to _____ (Insert Name of selected Contractor/ Service Provider) as per terms of Tender and the same having been accepted by the selected Contractor/ Service Provider resulting in a contract to be entered into, for purchase of Work/Services [from selected Contractor/ Service Provider, M/s _____].

As per the terms of the Tender, the _____ [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [Insert name of the selected Contractor/ Service Provider]

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

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only).

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

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

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

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

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

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

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

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

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the Contract.

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

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [Insert Name and Address of the Bank] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

Format-XI**FORMAT FOR EARNEST MONEY DEPOSIT**

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

Ref. _____

Bank Guarantee No. _____

Date: _____

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

This guarantee shall be valid and binding on this Bank up to and including _____[insert date of validity in accordance with NIT] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement. Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with NIT]. SECI shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

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

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

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

Signature _____

Name _____

Power of Attorney No. _____

For _____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Bank Contact Details & E Mail ID is to be provided

Annexure - C

LIST OF BANKS

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

19. Bank of Baroda	11. RBL
	12.South Indian Bank