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

6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023

Tender

For

Comprehensive Application Management, Integration and Support Services for Existing SAP ERP Landscape (ERP 2.0)

Tender No. SECI/C&P/IT/12/03/2025-26

Dated: 12.08.2026

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SECTION I

INVITATION FOR BIDS (IFB)

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

Tender No: SECI/C&P/IT/12/03/2025-26 **Date: 12.08.2026**

Solar Energy Corporation of India Limited (hereinafter called as "SECI" or as "Owner" or as "Buyer"), New Delhi **Invites Bids in Online Mode on GeM (Government e-Marketplace) portal (E-Procurement Mode)** from the eligible Bidders/ Company's/ Service Providers to participate in the Tender for the "**Comprehensive Application Management, Integration and Support Services for Existing SAP ERP Landscape (ERP 2.0)**".

For the implementation of above-mentioned work/services, Bidders should submit their Techno Commercial & Price Bids/Proposals complete in all respect in **Online** on GeM (**https://www.gem.gov.in**) portal.

EMD (if applicable) are to be submitted under **offline mode** in separate sealed covers, super-scribed with **"Comprehensive Application Management, Integration and Support Services for Existing SAP ERP Landscape (ERP 2.0)"** at the following address so as to reach on or before Last date & Time of submission of Bids given in the published GeM Tender document on GeM portal positively to

Sh. Umesh Patidar
Dy. Manager (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
Telephone: 011-24666200 / 366
E mail: **umesh.patidar@seci.co.in**

Bidders also have the option of submitting the EMD 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 Techno Commercial bid.

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

1. The complete Bidding Documents are available at GeM (Government e-Marketplace) portal https://www.gem.gov.in, Central Public Procurement portal (CPPP) of GoI at www.eprocure.gov.in as well as on SECI's website http://www.seci.co.in. However, for the purpose of participation, the official copy of the bidding documents shall only be downloaded from 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 bidders at https://www.gem.gov.in only & no other mode of participation is permitted for this tender document other than GeM Portal.

2. Interested bidders 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 bidders 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 bidders 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.

3. A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the given provisions of bidding document and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the owner and the Bidder/ Contractor shall be governed by the Bidding Documents/ Contract signed between the owner and the Contractor for the mentioned work.

4. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on GeM Portal at https://www.gem.gov.in and as indicated in the Bid Information Sheet.

5. Bidder shall submit bid proposal along with non-refundable Earnest Money Deposit (EMD) if applicable in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Earnest Money Deposit (EMD, if applicable) 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**.

6. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from GeM portal at https://www.gem.gov.in. It is mandatory to download official copy of Tender Document from GeM Portal to participate in the Tender. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on GeM portal only. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above-mentioned GeM Portal. The same may also be

uploaded on SECI website http://www.seci.co.in also. **However, in case of any discrepancy, the information available on GeM Portal shall prevail.**

7. Bidder selected shall be responsible for the performance of the following scope of work (more detailed in this tender document):

   "**Comprehensive Application Management, Integration and Support Services for Existing SAP ERP Landscape (ERP 2.0)**".

8. Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of the GeM Order/ Notification of Award (NOA)/ Letter of Intent (LOI)/ Letter of Award (LOA)/Contract Agreement by the Owner.

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

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.

2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differences between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

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

DISCLAIMER

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within Ten (10) days from the date of notification of Tender/Issue of the Tender Documents, it shall be considered that the Tender Document is complete in all respects and has been received by the Bidder.

2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Tender Document including all formats and Annexures.

3. While this Tender has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or

implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.

BID INFORMATION SHEET

The brief details of the tender are as under:

1	**Name of Work/ Brief Scope of Work/ Job**	Comprehensive Application Management, Integration and Support Services for Existing SAP ERP Landscape (ERP 2.0)
2	**Tender No. & Date**	Tender No: SECI/C&P/IT/12/03/2025-26 dated 12.08.2026
3	**Source of Funds**	Employer/Owner as defined in the Special Conditions of Contract (SCC) intends to finance the package through domestic funding and own resources.
4	**Type of Tender**	e-Tender on GeM portal
5	**Type of Bidding System**	Single Stage Double Envelop Process having Quality & Cost Based Selection
6	**Contract Period**	The detailed terminology regarding the Contract Period is mentioned under the Contract Period & Delivery Schedule clause of the Scope of Work section of the tender document.
7	**JV/Consortium**	**NOT ALLOWED**
8	**Number of Bids per Bidder**	01

9	**Cost of Bidding Documents**	Free of cost
10	**Bid Validity**	180 days
11	**Bid Currency**	INR
12	**Tender Processing Fee (NON-REFUNDABLE)**	Amount: INR 29,500 (Indian Rupees Twenty-Nine Thousand Five Hundred only, inclusive of GST)
13	**Earnest Money Deposit (EMD)**	Amount: INR 59,71,000.00 (Indian Rupees Fifty-Nine Lakhs Seventy-One Thousand only)
14	**Contract Performance Security**	As detailed in the Special Conditions of Contract section of the tender document.
15	**Date, Time & Venue of Pre-Bid Meeting**	A Pre-Bid Meeting conference shall be held as per notification on SECI's website www.seci.co.in which will be conducted Online/Offline at SECI office, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 or at the location as notified by SECI.
16	**Last date & Time of Submission of Bids**	As per the date & time given in the published GeM Tender document on GeM portal.
17	**Opening of Techno**	As per the date & time given in the published GeM Tender document on GeM portal.

	Commercial Bids	
18	**Financial Bid Opening**	To be intimated after the shortlisting of Techno Commercial Bids by GeM (by default, as applicable) and further, no sperate intimation will be issued.
19	**Name, Designation, Address and other details (For Submission of Response to NIT)**	**Sh. Umesh Patidar** **Dy. Manager (C&P)** **Solar Energy Corporation of India Limited** **6th Floor, Plate-B, NBCC Office Block Tower-2,** **East Kidwai Nagar, New Delhi-110023** **Telephone: 011-24666366** **E mail: umesh.patidar@seci.co.in**
20	**Details of persons to be contacted in case of any assistance required**	1) Sh. Rajesh Choudhary/ Smt. Anupama Baxala AGM (IT)/ Dy. Manager (ERP) Ph: 011-24666 200 2) Sh. Pratik Prasun/ Sh. Umesh Patidar Dy General Manager (C&P)/ Sr Engineer (C&P) Ph: 011-24666 200/ 366
21	**CONTACT DETAILS OF GeM**	Contact Person: GeM Help-desk Toll Free Numbers: 1800-419-3436, 1800-102-3436 Email: helpdesk-gem@gov.in

Important Note

1.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GeM Portal (***https://www.gem.gov.in***) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.

2.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.

3.0 Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document from GeM and/ or SECI website. **(**No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. All the information related to this Tender Document shall be updated in the GeM Portal **(*https://www.gem.gov.in*)** and/ or SECI website **(*www.seci.co.in*)** only.

SECTION II

SCOPE OF WORK / TECHNICAL SPECIFICATION

I. INTRODUCTION

Solar Energy Corporation of India Limited (SECI) is a Central Public Sector Enterprise under the administrative control of the Ministry of New and Renewable Energy (MNRE), Government of India. Established in 2011, SECI is the nodal agency for the implementation of India's National Solar Mission and plays a pivotal role in accelerating the country's transition to clean and sustainable energy. Over the years, SECI has evolved into a key implementing and facilitating agency for large-scale renewable energy projects, including solar, wind, wind–solar hybrid, and energy storage initiatives.

SECI is responsible for developing and tendering renewable energy projects, entering into long-term power purchase agreements, and ensuring reliable power supply to distribution companies across the country. It also supports policy implementation, innovative procurement mechanisms, and market development for renewable energy, contributing significantly to India's energy security, climate commitments, and the national target of achieving a substantial share of non-fossil fuel-based capacity in the overall energy mix.

SECI wishes to engage professionally managed Agency/ Company for Comprehensive Application Management, Integration and Support Services for Existing SAP ERP Landscape (ERP 2.0) and those willing to partner with SECI are invited to submit bids. The objective of this engagement is to ensure the smooth and uninterrupted functioning of the SAP S/4HANA ERP system implemented at SECI. The successful bidder shall provide comprehensive Application Management Services (AMS) covering functional and technical enhancements and maintenance support, issue resolution, continuous improvement, and system optimization for all modules within scope.

The successful bidder shall act as SECI's SAP support partner, ensuring business continuity, system stability, controlled functional & technical improvements, timely response, and adherence to industry-standard best practices. The contract will be for a period of three (3) years from the contract award date.

For this tender, “SECI ERP 2.0” denotes the next phase of operationalising the existing SAP ERP system through enhanced application management, system optimisation, integration, and support services. It does not imply re-implementation of the existing SAP ERP system.

SECI ERP 2.0 covers SAP license Annual Technical Support (ATS), cloud infrastructure services, application management and maintenance, system enhancements, third-party integrations, and deployment of on-site SAP consultants.

II. SCOPE OF WORK

Scope Summary

The successful bidder shall take over the existing SAP S/4HANA ERP system of SECI, perform necessary enhancements and upgrades, provision required infrastructure, and provide comprehensive operations & maintenance services for the duration of the contract. The scope structure for this ERP 2.0 tender is broadly divided into the following:

a. **System Takeover, Transition & Knowledge Acquisition -** Ensure smooth takeover of the existing SAP S/4HANA system from the current service provider.

b. **ERP Enhancement, Upgrade & Functional Expansion** – Improve the existing ERP system and enhance some functional requirements.

c. **SAP Annual Technical Support -** Provision of required SAP maintenance of support entitlement.

d. **Cloud Infrastructure & Managed Services (Including DC/DR Setup)** – Provide hosting and infrastructure for the ERP system.

e. **ERP Operations & Maintenance and Resource Deployment (O&M)** – Ensure day-to-day operation and stability of the ERP system.

Section-A: System Takeover, Transition & Knowledge Acquisition

The successful bidder shall take over the existing SAP S/4HANA ERP system of SECI from the incumbent service provider and ensure a seamless transition without disruption to business operations. The successful bidder shall acquire complete knowledge of the existing ERP system landscape, business processes, configurations, integrations, custom developments, cloud infrastructure, security controls and operational procedures to enable effective management and support of the ERP system throughout the contract period.

The broad processes currently covered under SECI's ERP system are detailed in **Annexure-B** for reference. The same is indicative in nature and may be modified, expanded, or reconfigured by SECI during the contract period.

Transition Planning

1. The successful bidder shall prepare and submit a detailed transition plan for review and approval by SECI.
2. The transition plan shall include, but not be limited to:
    a. Transition approach and methodology
    b. Timeline and milestones for takeover activities
    c. Roles and responsibilities of all stakeholders
    d. Resource deployment plan
    e. Risk identification and mitigation plan
    f. Knowledge transfer schedule

Review of Existing SAP Landscape & Knowledge Transfer

3. The successful bidder shall conduct a comprehensive review of the existing SAP S/4HANA system on following aspects:
    a. Development, Quality, Production and Disaster Recovery environments

   b. Cloud infrastructure, hosting architecture, database, and system performance;
   c. SAP modules, business processes and master data
   d. Integrations, interfaces, APIs and dependencies with internal & external systems
   e. Custom developments, reports, workflows, forms, Fiori applications and enhancements
   f. Security configurations and user roles & authorizations
   g. System administration, transport management, monitoring, backup, archival, and disaster recovery mechanisms;
4. The successful bidder shall familiarize itself with the current ERP system setup to ensure effective continuation of services.
5. The successful bidder shall coordinate with SECI and the incumbent service provider for structured knowledge transfer.
6. The successful bidder shall ensure proper documentation of all knowledge transfer sessions.

System Assessment Report

7. The successful bidder shall perform detailed assessment and validation of the existing ERP landscape.
8. The successful bidder shall submit a System Assessment Report to SECI. The report shall include:
   a. Current system landscape and architecture
   b. List of integrations and interfaces
   c. Inventory of custom developments and enhancements
   d. Observations on system performance and stability
   e. Risks or gaps identified in the current implementation
   f. Recommendations for stabilization and improvement
   g. Inventory of SAP custom objects including RICEF (Reports, Interfaces, Conversions, Enhancements, Forms and Workflows), integrations, APIs and batch jobs.

Transition Completion and System Takeover

9. Upon completion of Knowledge Transfer and System Assessment activities,

the successful bidder shall assume complete responsibility for operation, maintenance and support of the SAP ERP system.

10. The successful bidder shall submit a Transition Completion Report confirming:
    a. Completion of knowledge transfer activities
    b. Validation of ERP landscape and configurations
    c. Validation of integrations and interfaces
    d. Submission of documentation repository
    e. Assumption of operational responsibility
    f. Open issues, risks and mitigation plan
11. The transition shall be deemed complete only after review and acceptance by SECI.

System Stabilization

12. Following completion of the transition and knowledge acquisition activities, the successful bidder shall ensure stabilization of the ERP system. The stabilization activities shall include:
    a. Resolution of inherited system issues
    b. Validation of system performance and availability
    c. Verification of functionality of existing integrations
    d. Confirmation of readiness for full operational support under the O&M scope

Responsibility of the Successful bidder

13. The successful bidder shall not deny or delay service delivery obligations on the grounds of incomplete documentation, inadequate knowledge transfer, or non-availability of information from the incumbent service provider.
14. The successful bidder shall make reasonable efforts to understand and support the ERP environment through:
    a. Review of available documentation
    b. System analysis and configuration review
    c. Interaction with SECI stakeholders
    d. Analysis of operational and historical system data
15. Any gaps identified during transition shall be documented and managed

through mutually agreed action plans without impacting support obligations.

Deliverables & Timeline (Table A.1)

Milestone	Key Deliverables	Evidence/ Documents	Timeline (From Contract Date)
Transition Planning	Transition plan for system takeover	Approved transition plan	Within 15 days
Knowledge Transfer (KT) Completion	Completion of KT sessions and artefact collection	KT completion report	Within 45 days
System Assessment & Inventory Validation	ERP landscape assessment, inventory validation and risk analysis	System Assessment Report	Within 45 days
Transition Completion & System Takeover	Successful takeover of SAP ERP landscape and assumption of operational responsibility from existing service provider	Transition Completion Report and SECI Acceptance	Within 75 Days
System Stabilization	Validation of system readiness for steady-state support	Stabilization Report and O&M Readiness Certificate	Within 90 days

Section-B: ERP Enhancement, Upgrade & Functional Expansion

The objective of this section is to enhance and optimize SECI's existing SAP S/4HANA ERP system to support improved project management, financial control, reporting, and operational efficiency for SECI's Own/CAPEX and PMC projects.

The activities covered under ERP Enhancement, SAP Upgrade, Functional Expansion, Reporting, Integrations, Security Rationalization, Role Redesign, Data Governance, Testing, Training and Deployment shall be executed through multiple parallel workstreams, wherever feasible, to ensure timely completion.

The successful bidder shall deploy a dedicated ERP 2.0 team at SECI for execution of activities under this Section. Such resources shall be exclusively assigned for ERP 2.0 and shall be over and above the resources deployed for regular ERP Operations & Maintenance under the contract.

The successful bidder shall implement the approved enhancements and expand the system capabilities in alignment with SECI's evolving business requirements, after finalization of functional design document by SECI. The scope under this section shall include, but not be limited to, the following activities:

ERP Enhancement Scope

The ERP 2.0 solution shall support comprehensive project management capabilities for SECI's Own/CAPEX Projects and PMC Projects, with integration across Project Systems, Finance, Controlling, Procurement, Quality, and Asset Accounting modules.

1. The system shall support handling of different categories of PMC Projects and Own/CAPEX Projects as per SECI business requirements.
2. Standardized project templates shall be designed and implemented in consultation with the project teams concerned for creation of project structures, WBS elements, networks, and activities.
3. The solution should provide robust status management for projects, WBS elements, activities, inspections, billing stages, and approvals.
4. Role-based authorisation matrix ensuring segregation of duties across Project, Finance, Procurement, and IT functions.
5. The solution shall maintain a full audit trail for inspection, approval, financial linkage, and document uploads in compliance with internal and statutory audit requirements.

6. Define and manage project timelines using networks and activities with planned start and finish dates, durations, and relationships and establish the critical path and float.
7. Maintain baseline schedules for progress and variance analysis.
8. Planning of project costs at multiple levels, support for bottom-up cost planning and top-down budget allocation.
9. With version management, the solution should empower capability planning of costs by cost elements, activity types, and service components, and the system should also provide the ability to handle rough cut planning.
10. Consolidating all project-related general costs, such as insurances, travel costs, and other costs pertaining to compliance.
11. Planning of services, direct and indirect materials, linked to project schedules, as per the bill of materials and billing breakups
12. Planning and allocation of internal labour, external services, and equipment with duration of work for resources under the work centers.
13. Integrated project budgeting with the Finance and Controlling module, with the ability to create annual and overall budgets at multiple WBS levels for the New Plant Construction Project phase-wise.
14. Enforce budget availability control with configurable tolerance limits where the system should trigger alerts and approvals based on budget consumption thresholds.
15. Allow controlled budget transfers and supplementary budgets.
16. Distinguish between planned costs, commitments, actuals, and remaining budgets.
17. The system should have mechanisms to record physical and financial progress directly over the project activities, manually or through upload programs for mass activities.
18. Milestone-based progress tracking and confirmations.
19. Release of projects and WBS elements for execution based on approvals and budget availability. The project can’t be executed without a budget.
20. Progress: Ability to record the details on the timelines, plan the project schedule and milestones estimated for a project.
21. Develop executive MIS dashboards covering Budget vs Actual vs Commitment, CWIP summary, milestone slippage, and project health indicators.

22. Rationalise progress monitoring framework, including milestone-based tracking for PMC projects and structured confirmation for Own projects.
23. There should be a provision for a progress check at the construction site. Provision for any quality check to be addressed through the Project. Address the need to arrange an on-site inspection by the SECI-deputed agency or the Developer's internal team.
24. Ability to have provision for Inspection (shall be) done for major equipment (permanent Material) with reference to the specification of To-Be Built Design. Confirmation of the work document/certificate should be issued by the on-site survey team. This shall serve as the basis for the Developer's billing.
25. Ability on billing: Billing should be done based on the Milestones and based on Time and material. Based on the project's progress, the system should also provide the capability to verify the Developer's raised bills against the Developer's actual work quantity earned.
26. Advance payment, performance-based payments, Tracking of payable amounts, retention, penalties, and statutory deductions.
27. The system should be capable of Integration with service entry sheets (SES) and goods receipt for invoice validation.
28. The system should have the capability to receive an invoice from the RE power developer at the start of any phase in the project, and upon completion of that phase, there should be a provision to handle the retentions on a percentage basis.
    a) System shall allow creation of RA Bills against approved contracts with milestone/BOQ-based breakup.
    b) System shall capture certified progress quantities and percentage completion.
    c) System shall auto-adjust mobilization advance in RA Bills.
    d) System shall calculate retention as per contract terms.
    e) Systems shall compute GST based on service/goods classification.
    f) System shall support configurable approval workflows.
    g) System shall post the RA Bill to Finance automatically.
    h) System shall track receipts against RA Bills.
    i) System shall allow conversion of RA Bills to Final Bill.
    j) System should provide RA billing, MIS, and dashboards.

29. Standardized Asset Under Construction (AUC) mapping with the review and optimize settlement rules (WBS → AUC → Asset). Develop an AUC ageing report.
30. The system should automate periodic settlement processes with CWIP reconciliation reporting.
31. The system shall integrate Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) processes within SAP ERP, ensuring seamless linkage across SAP PS (Project Systems), QM (Quality Management), MM (Materials Management), and FI (Finance) modules for SECI's Own / CAPEX projects.
32. The system should enable quality notification generation in case of FAT/SAT failures.
33. Payment & Capitalization Controls - The system shall restrict milestone completion, final payment release, AUC settlement, and asset capitalization unless FAT and SAT approvals are duly recorded and accepted.
34. Financial Statement: - The system may facilitate generation/extraction of financial statements, supporting schedules and disclosures required for preparation of the quarterly and annual financial statements and audit processes.
35. The loan module should be capable of taking care of the proposed loans/Bond issuance.
36. Invoices to DISCOMs are currently being raised through the IS-U module of SAP, and payments to Renewable Energy (RE) developers are being processed through the SAP MM module. The reconciliation of energy sale and purchases is required to be reviewed and enhanced in consultation with the Energy Management Department, along with the development of necessary management reports.

Upgrade to SAP S/4HANA 2025 or Latest Version

1. The successful bidder shall upgrade SECI's existing SAP system to SAP S/4HANA 2025 or the latest stable version, as mutually agreed with SECI.
2. The scope shall include:
    a. Review and validation of the findings and recommendations emerging from Section-A and preparation of an upgrade execution strategy.
    b. Upgrade planning and execution strategy
    c. Technical upgrade of SAP S/4HANA components

    d. Adaptation of custom developments, reports, and interfaces
    e. Functional regression testing
    f. Cutover planning and go-live execution
    g. Post-upgrade stabilization and performance validation
3. The upgrade shall cover all system environments, including Development, Quality, and Production landscapes.
4. The successful bidder shall ensure minimal disruption to business operations and execute the upgrade in a controlled manner, following established change management procedures with proper approvals, testing, and rollback planning.
5. The SAP S/4HANA upgrade activities shall be planned and executed in parallel with enhancement, development, integration, testing and documentation activities to the extent feasible while ensuring system stability and business continuity.

Functional Expansion

1. The successful bidder shall enhance ERP capabilities through:
    a. Improvements to standard and custom reports
    b. Workflow automation
    c. Interfaces and integrations with external systems
    d. Development of new custom reports
    e. Configuration & Reconfigurations of minor business processes
    f. ABAP developments
    g. Screen or form modifications
    h. Automation of repetitive operational tasks
2. Such developments shall remain within the scope of existing SAP modules and system architecture.
3. Any other activity for the successful integration and implementation of the IT solutions for SECI's business processes.
4. The successful bidder shall provide end-to-end support, maintenance, enhancement and development for SECI's SAP Business Intelligence (BI) reporting landscape using the existing SAP BI licenses, including:
    a. Enhancement of existing BI dashboards and reports
    b. Design & Development of new management dashboards
    c. MIS reporting for operational and statutory requirements for decision-

making, monitoring, and compliance.

d. Data extraction, modelling, validation and reconciliation from SAP S/4HANA and integrated systems
e. Performance tuning, issue resolution, and data accuracy assurance for BI reports and dashboards
f. User support, report modifications, documentation, and knowledge transfer related to BI artifacts

5. The successful bidder shall review and redesign user roles and authorization structures in coordination with SECI. This shall include:
   a. Role rationalization
   b. Implementation of department-wise authorization structures
   c. Maker-checker control mechanisms
   d. Segregation of Duties (SoD) compliance
6. The successful bidder shall perform data validation, cleansing, and migration activities wherever required due to configuration changes or functional enhancements.
7. The successful bidder should review and rationalize existing master data structures (vendor, customer, material, project master, asset master etc.) and recommend improvements for standardization and governance.
8. Integration with external applications, such as portal for market operations and centralized asset monitoring center (CAMC) etc., should be implemented using secure APIs or standard integration mechanisms supported by SAP.
9. All configurations, developments, reports, workflows, and integrations implemented under this contract shall be the exclusive property of SECI.
10. All enhancements implemented by the successful bidder shall undergo structured testing and change management process, including:
   e. Unit testing by the successful bidder
   a. Functional testing
   b. Support to SECI for User Acceptance Testing (UAT)
   c. Controlled transport management across DEV → QA → PRD environments
11. The successful bidder shall maintain complete documentation for all enhancements, including:
   a. Functional Design Documents (FDD)
   b. Technical Design Documents (TDD)
   c. Updated system manuals

12. The successful bidder shall conduct a comprehensive assessment of SECI's existing SAP licenses with the objective of optimizing the utilization of the currently available SAP licenses.

Cybersecurity Audit and Compliance

13. Prior to Production Go-Live, the successful bidder shall, at its own cost, engage a third-party CERT-In empaneled cybersecurity auditing organization for conducting a comprehensive cybersecurity audit of the ERP 2.0 solution.
14. The scope of the cybersecurity audit shall include Vulnerability Assessment, Application Security Assessment and verification of security controls for the implemented solution.
15. The successful bidder shall provide all necessary access, documentation, technical support and assistance required for completion of the audit.
16. The successful bidder shall rectify all Critical and High-risk vulnerabilities/observations identified during the audit at no additional cost to SECI and submit a compliance report duly validated by the auditing organization.
17. Production Go-Live shall be undertaken only after submission of the cybersecurity audit report and satisfactory closure of Critical and High-risk observations.
18. All costs associated with the cybersecurity audit, re-testing, validation and closure of observations shall be borne by the successful bidder and shall be deemed included in the contract price.

Deliverables & Timeline (Table B.1)

#	Milestone	Key Deliverables	Evidence/ Documents	Timeline (From Contract Date)
M.1	Project Mobilization & Team Deployment	Team Deployment and Project Governance Structure	Project Charter, Resource Deployment Plan, Detailed	Within 15 Days

			Project Schedule	
M.2	Requirement Validation & Design Finalization	Validation of business requirements, preparation and approval of Functional Design Documents (FDDs), Technical Design Documents (TDDs), integration and reporting requirements	Approved FDDs/ TDDs, Gap Analysis Report, Design Sign-offs	Within 60 Days
M.3	ERP Enhancement, Upgrade & Integration	SAP S/4HANA upgrade, approved enhancements, developments, integrations, BI reports, security and role redesign	Configuration, Development & Upgrade Completion Report	Within 150 Days
M.4	Testing & User Acceptance	Testing, defect resolution, data validation, user training and UAT support	UAT Sign-off Report	Within 180 Days
M.5	Cybersecurity Audit & Compliance	CERT-In empaneled cybersecurity audit, remediation and re-validation	Cybersecurity Audit Report and Compliance Certificate	Prior to Production Go-Live
M.6	ERP 2.0 Go-Live & Documentation	Production deployment, updated	Go-Live & Handover Report	Within 210 Days

		documentation and knowledge transfer		
M.7	Hypercare & Stabilization	Post go-live support and stabilization	Stabilization Closure Report	60 Days Post Go-Live

Section-C: SAP Annual Technical Support

1. SECI currently holds SAP ERP user licenses for approximately 100 users, comprising multiple license types procured under earlier contract.
2. SAP Annual Technical Support (ATS)
    a. The successful bidder shall provide Annual Technical Support (ATS) for existing SAP licenses (approx. 100 users).
    b. The ATS shall include, but not be limited to:
        i. Active SAP OSS (Online Service Support) connectivity
        ii. Logging, tracking, and resolution of SAP OSS incidents
        iii. Access to SAP Notes, security patches, support packages, standard SAP corrections, and legal/regulatory updates.
        iv. Utilization of SAP Early Watch Alerts and other SAP support tools
    c. The successful bidder shall act as the Single Point of Contact (SPOC) with SAP for all technical and functional issues.
    d. All costs related to SAP ATS shall be included in the contract price and payable to SAP.
3. The successful bidder shall:
    a. Assist SECI in license management, optimization, and compliance with SAP licensing policies and usage conditions throughout the contract period.
    b. Conduct periodic license usage analysis and recommend optimization measures.
    c. Support SECI during SAP license audits, including preparation of reports, documentation, and coordination with SAP.
    d. Ensure that licensing remains compliant with SAP's indirect/digital access policies and shall advise SECI on any implications.

Deliverables (Table C.1)

Milestone	Key Deliverables	Evidence/Documents	Frequency
SAP ATS Activation	Activation of SAP Annual Technical Support	ATS contract confirmation and SAP support entitlement	Annual
SAP Support Access	OSS connectivity and support coverage	OSS connectivity confirmation and support coverage validity	Annual
License Compliance Support	License usage analysis	License usage report	Annual

Section-D: Cloud Infrastructure & Managed Services (Including DC/DR Setup)

The existing SECI provisioned cloud system architecture is built on a Tier-III data center with a Primary and DR site hosted in different seismic zones. It supports Development, Quality, and Production environments, interconnected through secure network layers (Firewall, WAF, IPS, and VPN). The system employs RAID-based enterprise storage, asynchronous replication (RPO and RTO), and multi-layered cybersecurity controls.

1. The Successful bidder shall engage a MeitY empaneled Cloud Service Provider (CSP) for deployment and hosting of SECI's SAP S/4HANA ERP system. The successful bidder shall submit a copy of such engagement/agreement with the CSP to SECI for record and compliance verification.
2. The successful bidder shall be responsible for end-to-end provisioning, operation, and management of cloud infrastructure for hosting SECI's SAP S/4HANA landscape, ensuring compliance with business requirements, performance benchmarks and Service Level Agreements (SLAs) during the contract.
3. The SAP ERP system shall be hosted on a Sovereign Cloud infrastructure located within India, ensuring:
    a. Complete data residency within India

   b. Administrative and operational control within Indian jurisdiction
   c. No data transfer or storage outside India without prior written approval of SECI
4. The cloud infrastructure shall comply with applicable laws, guidelines, and cybersecurity frameworks, including but not limited to:
   a. Digital Personal Data Protection Act, 2023
   b. Information Technology Act, 2000 and its amendments/rules
   c. MeitY Guidelines for Cloud Service Providers
   d. CERT-In directives/advisories
   e. Applicable cybersecurity guidelines for Government/PSU systems
   f. Any other relevant statutory or regulatory requirements notified from time to time
5. The cloud infrastructure shall include, but not be limited to:
   a. Primary Data Center (DC) and Disaster Recovery (DR) Site
   b. DC and DR shall be in geographically separate seismic zones.
   c. Compute (Application & Database Servers), Storage (Primary & Backup), Secure Network & Connectivity, Database Systems
   d. Multi-layered defense-in-depth security architecture covering physical, network, application, and data security. It should include Tier-III Data Center safeguards, firewalls, IPS, and WAF, and endpoint hardening with centralized patching.
   e. Backup and Disaster Recovery Framework
      i. Backup Strategy
         1. Daily incremental backups
         2. Weekly/Monthly full backups
         3. Backup copies at both DC & DR locations.
      ii. Replication
         1. Asynchronous data replication between DC & DR over dedicated link
         2. Link capacity shall be scalable based on data change rate
      iii. Recovery Point Objective (RPO) ≤ 30 minutes
      iv. Recovery Time Objective (RTO) ≤ 4 hours
      v. Data Protection: Encryption and compression of backup data
      vi. DR Readiness
         1. Annual DR drill (switchover/switchback)
         2. Validation of failover readiness and documentation

vii. Data Integrity – Database-aware replication with application-level consistency controls.

6. The successful bidder shall:
   a. Ensure minimum uptime of 99.5% on monthly basis.
   b. Ensure high availability, performance, and security of the ERP system
   c. Provide scalable architecture (scale-up/scale-out)
   d. Size infrastructure based on current and future workload.
   e. Ensure no additional cost to SECI for scaling/upgrades during contract period
   f. Act as single point of contact (SPOC) for CSP coordination
   g. Monitor infrastructure performance and availability
   h. Coordinate resolution of OS, network, and infrastructure issues
   i. Ensure execution of backups, DR drills, and security compliance
7. Environment Landscape **(Table D.1)**

Environment	Functions	Hosted Components
Development (DEV)	Build, Integration, Unit Test	App VM, Dev DB, Integration node
Quality Assurance (QA)	Test and validation	QA App VM, Test DB, UAT node
Production (PRD)	Live Operations	Web cluster, App cluster, DB cluster, Load Balancer
Disaster Recovery (DR)	Standby/failover	Replica of PRD workloads, DR DB, security stack parity

8. SECI reserves the right to conduct security and compliance audits through CERT-In-empaneled auditors or authorized third parties. The Service Provider shall provide full cooperation and grant access to logs, configurations, and systems as required, ensuring compliance with audit observations within the stipulated timelines.
9. Migration or Hosting Change: Any change in hosting provider or migration outside the approved sovereign infrastructure shall require prior written consent from the SECI. Unauthorized relocation of data or hosting will be treated as a material breach of the contract.

10. Secure data practices, including encryption (data at rest and in transit), role-based access control, log retention, audit logs and ISO 27001 controls should be implemented.
11. Successful bidder shall arrange annual site visit(s) for SECI officials to the CSP's Data Center and Disaster Recovery Site for verification and review.

Deliverables (Table D.2)

Milestone	Key Deliverables	Evidence/ Document	Frequency
Cloud Infrastructure Setup	Deployment of DC and DR environments for SAP landscape	Infrastructure architecture document and deployment report	One-time
Backup & DR Configuration	Backup setup and DR replication with defined RPO/RTO	Backup configuration report and DR readiness validation	One-time
Infrastructure Availability	Cloud uptime monitoring	Monthly uptime and SLA compliance report	Quarterly
Infrastructure Performance Monitoring	Monitoring of CPU, memory, storage and network utilization	Infrastructure utilization report	Quarterly
Security Compliance	Infrastructure security monitoring and patch management	Security compliance and patch status report	Quarterly
Backup Status	Summary of successful backups vs scheduled backups	Backup Success Rate Report with corrective actions taken for failed backup jobs	Quarterly
DR Readiness	Disaster Recovery drill and failover validation	DR drill report and recovery validation	Annual

Section-E: ERP Operations & Maintenance and Resource Deployment (O&M)

The scope of work includes, but is not limited to, the following key activities:

1. SAP S/4HANA is presently integrated with the following systems to support core business operations and statutory compliance. These integrations include:
    a. HRMS Solution (HR management interface)
    b. Government e-Marketplace (GeM) Portal
    c. GSTN Portal for e-Invoicing and GST return filing compliance
    d. IIEM Portal for scheme-based project management and information management with other stakeholders
    e. Host-to-Host (H2H) integration with HDFC Bank
    f. Host-to-Host (H2H) integration with SBI Bank
    g. Invoice Management System
    h. Consumable Stationary Management System
2. The successful bidder shall ensure that all existing interfaces of the SAP ERP system (including but not limited to data exchanges, APIs, and file-based integrations) continue to function seamlessly. This shall include monitoring, troubleshooting, and resolving issues to maintain uninterrupted data flow between integrated systems.
3. In case SECI introduces new applications/systems requiring integration with the existing SAP ERP system, the successful bidder shall provide necessary support for design, development, testing, and deployment of such integrations. The effort towards integration with new applications shall be:
    a. Covered under the scope of this contract to the extent of reasonable minor enhancements and standard integrations, and
    b. Executed without any additional cost to SECI where such effort is within the overall scope of support services.
4. However, major integrations involving significant development effort, new middleware, third-party tools, or architectural changes shall be undertaken as per mutually agreed terms and conditions.

Day-to-Day Support and Issue Resolution

5. The successful bidder shall provide comprehensive helpdesk services and end-user support for SECI’s SAP ERP system. The scope shall include

troubleshooting, analysis, and resolution of functional and technical issues within defined Service Level Agreements (SLAs). The support services shall cover, but not be limited to:

   a. Functional Support: Resolution of issues across SAP modules, including FICO, MM, SD, PS, IS-U, and other implemented modules (including QM, wherever applicable).
   b. Technical Support: Resolution of issues related to ABAP developments, interfaces, reports, workflows, and system errors.
   c. Basis & System Support: Monitoring and resolution of system performance issues, job failures, transport management, backup coordination, and system availability.

6. All incidents/service requests shall be logged through a centralized helpdesk/ticketing system and categorized based on priority levels (Critical/High/Medium/Low). The successful bidder shall ensure adherence to response and resolution timelines as defined in the SLA section of this tender.
7. The successful bidder shall also ensure:
   a. Continuous monitoring and prompt resolution of issues to minimize system downtime.
   b. Root Cause Analysis (RCA) for critical and recurring incidents.
   c. Maintenance of issue logs and periodic reporting as required by SECI.
8. To facilitate timely addressing and resolution of issues, up to 4 ERP module's admin access/license for production environment shall be assigned to the onsite deputed resources of the O&M Service Provider.

User Administration and Role & Authorization Management

9. The successful bidder shall be responsible for the administration and management of user access and role authorisation in the SAP ERP system, in alignment with SECI's access control policies and requirements.
10. The scope shall include, but not be limited to:
    a. Creation, modification, and deletion of user IDs based on approved requests
    b. Design, maintenance, and periodic review of roles and authorization profiles

c. Ensuring Segregation of Duties (SoD) and prevention of conflicting access rights
d. Periodic user access review and submission of compliance reports to SECI
e. Immediate revocation/adjustment of access in case of role change, transfer, or separation of users

11. The successful bidder shall ensure that all user access and authorization activities comply with applicable audit requirements and security guidelines. The successful bidder shall also provide necessary support during internal, statutory, and external audits, including preparation of audit logs, user access reports, and compliance documentation.
12. The successful bidder's deputed resources shall carry out user administration and role/authorization management activities in coordination with and under the supervision of the designated SECI IT officer.

Preventive Maintenance and SAP BASIS Support

13. The successful bidder shall be responsible for carrying out preventive maintenance and SAP BASIS support activities across all system landscapes, including Development, Quality, and Production environments, to ensure stable, secure, and high-performing system operations.
14. The scope shall include, but not be limited to:
    a. System Monitoring & Health Checks: Regular system health checks, performance monitoring, workload analysis, and proactive issue identification.
    b. Job & Interface Monitoring: Monitoring of background jobs, batch processes, and interfaces, and timely resolution of failures.
    c. Database Administration: Database monitoring, tuning, and administration, including space management and performance optimization.
    d. SAP Notes Management: Identification, evaluation, testing, and implementation of relevant/ applicable SAP Notes and support packages in a controlled manner.
    e. Transport Management: Management of transports across system landscapes with proper documentation.

f. Emergency changes may be deployed in production with prior approval from SECI, subject to proper documentation and retrospective review.
g. Backup & Recovery Management: Ensuring periodic backups, monitoring backup success/failures, and conducting regular restoration/testing to validate data integrity.
h. High Availability & System Uptime: Ensuring system availability as per defined SLAs, including proactive measures to prevent downtime.
i. Disaster Recovery (DR): Planning, coordination, and execution of periodic DR drills, including documentation of results and gap closure.

15. The successful bidder shall coordinate with the cloud service provider and other stakeholders, wherever applicable, for the resolution of infrastructure, OS-level, and network-related issues impacting SAP systems.
16. Performance Monitoring, Optimization & System Health Reporting
    a. The successful bidder shall continuously monitor and optimize the performance of the SAP ERP system to ensure efficient and stable operations. This shall include monitoring of system response times, transaction performance, background jobs, database growth, and overall system utilization.
    b. The successful bidder shall carry out performance tuning activities such as database optimization (including indexing and statistics update), clean-up of temporary/obsolete data, and optimization of custom developments (ABAP programs), wherever required. The successful bidder should also analyse system capacity and implement necessary infrastructure enhancements (scale-up/scale-out) to meet performance requirements.
    c. The successful bidder shall leverage SAP Early Watch Alerts (EWA) and other monitoring tools (such as SAP Solution Manager or equivalent) to proactively identify potential risks and performance issues.
17. The successful bidder shall maintain proper logs, reports, and documentation of all BASIS activities and submit periodic reports to SECI.

Support for Regulatory and Statutory Compliance

18. The successful bidder shall ensure that SAP ERP functionalities related to statutory and regulatory compliance (including but not limited to taxation, GST, statutory reporting, and filings) are kept operational, accurate, and up to date in line with applicable laws and regulations.
19. The scope shall include, but not be limited to:
    a. Monitoring and ensuring proper functioning of statutory configurations and reports.
    b. Implementing changes arising out of amendments in applicable laws/regulations (e.g., GST updates), through configuration or minor developments within the existing SAP system.
    c. Testing, validation, and deployment of statutory changes in coordination with SECI stakeholders.
    d. Supporting SECI in statutory reporting, reconciliation, and audit requirements.
20. The successful bidder shall implement such changes without additional cost to SECI, provided that:
    a. The changes are within the standard capabilities of the existing SAP modules, and
    b. The effort involved is of a minor to moderate nature (configuration and small developments).
21. Any major changes involving significant development effort, introduction of new modules, third-party tools, or structural/system-level changes shall be undertaken based on mutual agreement on scope, timelines, and commercials.
22. The successful bidder shall also ensure proper documentation and maintain records of all statutory changes implemented during the contract period.

System Upgrades, Updates, and Patch Management

23. The successful bidder shall be responsible for planning and execution of system upgrades, updates, and patch management activities for the SAP ERP system during the contract period, in consultation with SECI.
24. The scope shall include, but not be limited to:
    a. Implementation of SAP support packages, enhancement packs, kernel updates, and security patches.
    b. Evaluation and application of mandatory updates/releases as advised by SAP or required for system security and stability.

c. Planning and execution of upgrade activities across system landscapes (Sandbox/Development/Quality/Production).
d. Conducting impact analysis, sandbox testing, and regression testing of critical business processes prior to production deployment.
e. Ensuring minimal disruption and downtime to production systems through proper planning and scheduling.

25. The successful bidder shall implement all mandatory updates and patches (including security-related updates) as part of the O&M scope without additional cost to SECI.
26. However, major version upgrades or migrations (such as transition to a higher SAP S/4HANA release involving significant effort, database migration, or system re-architecture) shall be undertaken based on mutual agreement on scope, timelines, and commercials.
27. All upgrade activities shall follow a controlled change management process, including approvals, documentation, rollback planning, and post-implementation validation.

User Support, Training and Documentation

28. The successful bidder shall provide continuous user support and knowledge enablement for SECI's end-users and internal IT team during the O&M period.
29. The scope shall include, but not be limited to:
    a. User Support: Provide handholding support to SECI users by addressing queries related to SAP functionalities, assisting in the execution of business transactions, and guiding users in the effective utilisation of the SAP ERP system.
    b. Training and Knowledge Sharing: Conduct periodic refresher training sessions and knowledge-sharing workshops for end-users and key users, particularly when new enhancements, configurations, or process changes are implemented.
    c. Documentation Management: Maintain and periodically update comprehensive documentation covering:
        i. System configuration and settings
        ii. Custom developments and integrations
        iii. Standard Operating Procedures (SOPs)

iv. Change management records and enhancement documentation

d. Knowledge Transfer: Ensure proper knowledge transfer to SECI personnel at the end of the contract period or during resource transitions to enable smooth continuity of operations.

Change Request Management & Enhancement Effort Classification (Minor vs Major Enhancements) during O&M

To ensure clarity in scope and avoid disputes during the contract period, all enhancement and development activities requested by SECI shall be categorized as Minor Enhancements or Major Enhancements based on complexity and effort involved.

Minor Enhancements (Included in O&M Scope)

1. Minor enhancements shall be treated as part of the ERP Operations & Maintenance and Resource Deployment (O&M) scope and shall be executed without any additional cost to SECI using the deployed onsite resources.
2. These may include:
    a. Configuration changes in existing SAP modules (PS, MM, HCM, SD, QM, DMS, FICO, FICA, IS-U)
    b. Creation or modification of reports
    c. Workflow modifications
    d. ABAP developments
    e. Screen or form modifications
    f. Existing and/or new integrations
    g. MIS/dashboard enhancements
    h. Data upload utilities or programs
    i. Minor process improvements
3. Minor enhancements shall generally involve effort up to 10 man-working days per enhancement request.
4. The successful bidder shall implement approved Minor Enhancements as part of the O&M scope without any additional cost to SECI, subject to the effort thresholds and annual limits specified herein.
5. The number of Minor Enhancement requests shall not exceed 30 in a contract year. Any enhancement exceeding the defined effort threshold shall be treated

as a Major Enhancement and shall be undertaken through a separate work order or mutually agreed commercial arrangement.

Major Enhancements (Outside O&M Scope)

6. Major enhancements shall involve substantial development effort or structural changes to the system and shall be undertaken only after SECI approval through a separate work order or change request process.
    a. Implementation of new SAP modules
    b. Large integrations with external systems
    c. Major redesign of business processes
    d. Development of large custom applications
    e. Major data migration exercises
    f. Significant architecture or infrastructure changes
    g. Any activity, not specified under Minor Enhancements or having efforts > 10 man-working days

Change Request Process

7. All enhancement requests raised by SECI shall follow a formal Change Request (CR) process.
8. The process shall include:
    a. Submission of enhancement request by SECI
    b. Impact analysis and effort estimation by the successful bidder and SECI
    c. Classification of enhancement (Minor / Major)
    d. Submission of commercial proposal by the successful bidder to SECI, in case of major enhancement
    e. Approval by SECI before execution
    f. Implementation and documentation
9. The final classification of enhancement activities as Minor or Major shall be decided by SECI in consultation with the successful bidder.

Resource Deployment & Replacement

SECI requires a hybrid on-site and off-site support model for the operation, maintenance, and enhancement of the SAP ERP system during the O&M period. Certain key personnel shall be deployed at SECI's office premises, while additional technical and functional support resources may operate remotely. The Service Provider shall ensure seamless coordination between on-site and off-site teams to maintain system availability, resolve incidents, and support business operations.

The minimum indicative team composition required, during the O&M period is as follows **(Table E.1):**

SAP ERP Position Type	Qty	Deployment
Project Manager (Human Resources/HCM)	1	Offsite/ On demand
Functional Consultant (Project Systems)	1	Onsite, full-time
Functional Consultant (Materials Management)	1	Onsite, full-time
Functional Consultant (Finance & Controlling)	1	Onsite, full-time
Functional Consultant (IS-U)	1	Onsite, full-time
Functional Consultant (Sales & Distribution)	1	Offsite/ On demand
Functional Consultant (Quality Management)	1	Offsite/ On demand
Technical Consultant (ABAP/ Integration)	1	Onsite, full-time
Technical Consultant (Basis/ Portal Admin)	1	Offsite/ On demand

1. The Service Provider shall designate one Project Manager, who will act as the single point of coordination with SECI for all SAP ERP support activities.
2. Off-site resources shall primarily work remotely and remain available during SECI's business hours through secure remote connectivity. They may be required to travel to SECI's premises for short durations during critical activities such as major issue resolution, audits, system upgrades, or cutover activities.
3. The on-site resources (maximum five) tabulated above are indicative and may be reassigned across modules or roles during the contract period based on SECI's operational requirements, with prior approval of SECI. Such reassignment shall be carried out without affecting the overall level of effort, service quality, or contractual obligations of the Service Provider.
4. The Service Provider shall deploy resources meeting the minimum qualifications, certifications, and relevant SAP experience as specified in **Annexure-A** of the Tender Document. In case any deployed resource does

not meet the prescribed criteria or fails to provide verifiable documentary evidence, such resource shall be treated as non-deployed/absent for the purpose of SLA compliance, and applicable penalties shall be levied as per the contract.

5. If the Service Provider determines that additional resources are required to fulfil requirements of SECI and SLA obligations (for example additional developers, security specialists, or technical/functional experts), such resources shall be deployed without additional cost to SECI.

Resource Replacement Policy

6. The Service Provider shall ensure stability and continuity of the deployed team. Frequent or unauthorized replacement of resources may attract penalties or may be considered a breach of contractual obligations.
7. Replacement of key resources shall be avoided except under unavoidable circumstances such as resignation, long-term medical leave, or other genuine reasons. Any replacement shall be with personnel possessing equal or higher qualifications and experience, subject to prior approval from SECI.
8. On justified grounds and with prior approval of SECI, a maximum of two (2) on-site resources may be permitted to avail leave for a period not exceeding three (3) days per resource at a time. During such absence, the Service Provider shall ensure deployment of equivalent replacement/substitute resources, meeting the qualifications and experience criteria specified in **Annexure-A**, for the entire duration of absence. Failure to provide approved replacement resources shall result in such absence being treated as non-deployment/absence for SLA purposes, and applicable penalties shall be levied as per the Contract.
9. SECI reserves the right to interview and approve replacement resources before deployment.
10. A departing resource shall provide a minimum seven (7) working day overlap period with the replacement resource to ensure proper knowledge transfer and continuity of services.
11. SECI reserves the right to replace the deployed resource in case of non-satisfactory performance. The successful bidder will provide the substitute within 15 days from the date of intimation. Failing which, a penalty will be deducted as per SLA, considering the absence of the resource.

Working Conditions and Availability

12. All on-site resources shall work from SECI's office locations, primarily at SECI Headquarters in New Delhi, during normal working hours of SECI. SECI will provide basic office infrastructure including workspace, network connectivity to the SAP environment, and access to office utilities.
13. The Service Provider shall provide laptops, licensed software tools, and other equipment required for their personnel to perform their duties.
14. The deployed team shall be available beyond normal working hours whenever required for critical activities including:
    a. Month-end and year-end financial closing
    b. System maintenance or upgrades
    c. Disaster Recovery (DR) drills
    d. Major incident resolution
    e. As per requirements of SECI
15. Such support shall be considered part of the overall scope of work and no additional charges shall be payable.
16. The Service Provider shall also ensure 24×7 support availability for critical incidents through an on-call support mechanism.
17. SECI shall provide up to four (4) production user licenses to the onsite-deployed consultants of the successful bidder, for the purpose of providing end-user support and addressing production issues for immediate rectification during the ERP O&M period.

Roles and Responsibilities

18. Project Manager (On-Site): The Project Manager shall act as the primary interface between SECI and the Service Provider and shall be responsible for overall service delivery. Key responsibilities include:
    a. Acting as the single point of contact for all SAP ERP support matters
    b. Planning and managing support activities in accordance with SLA timelines
    c. Monitoring service performance and resource utilization
    d. Conducting periodic review meetings with SECI stakeholders
    e. Managing escalation of critical incidents and ensuring timely

resolution

f. Identifying risks and proposing mitigation measures
g. Ensuring user satisfaction and continuous service improvement

19. On-Site Functional Consultants: On-site functional consultants shall serve as the primary interface with SECI's business users and shall perform the following functions:
    a. Provide day-to-day operational support to SAP users
    b. Assist users in resolving transaction issues and system errors
    c. Capture and analyse enhancement or change requests
    d. Recommend SAP standard solutions and process improvements
    e. Coordinate with ABAP or BASIS teams for technical changes
    f. Support testing, deployment, and documentation of enhancements
    g. Provide user guidance and functional advisory support
20. Off-Site Technical and Functional Support Team: The off-site support team shall provide specialized technical and functional assistance to the on-site team. Their responsibilities include:
    a. Resolution of incidents and service requests routed through the helpdesk system
    b. Technical troubleshooting and system analysis
    c. Monitoring of system health and performance by the BASIS consultant
    d. Coordination with SECI teams during technical upgrades or system maintenance
    e. Participation in remote meetings with SECI departments for issue resolution

Additional Development and Enhancements

21. SECI may require additional development or enhancement activities beyond the standard support scope.
22. The scope, effort estimation, deliverables, and timelines for such developments shall be mutually agreed between SECI and the Service Provider through the Change Request Management, defined in the tender document.

Deliverables (Table E.2)

Milestone	Key Deliverables	Evidence/ Document	Frequency
Helpdesk & Incident Management	Functional, technical, and BASIS support	Helpdesk ticket summary and SLA compliance report	Quarterly
SAP System Health-Check	Monitoring of jobs, interfaces, performance tuning and system health	SAP BASIS activity report	Quarterly
SAP EarlyWatch Monitoring	Analysis of SAP EarlyWatch Alerts and remediation actions	SAP EWA report and action-taken summary	Quarterly
User Administration & Authorization	User creation/modification, role review and SoD compliance	User access review and authorization report	Quarterly
SAP Notes & Patch Implementation	Implementation of SAP Notes and patches	SAP notes & patches implementation report	Quarterly
Statutory Compliance Support	Updates for GST or other regulatory changes	Statutory compliance update report	As applicable
Training Sessions	Refresher training/knowledge sharing for users	Training agenda, training materials, and attendance records	As applicable
Documentation Updates	Updated documentation for configurations, user manuals, developments, SOPs and changes	Updated documentation repository/document register	Quarterly
Knowledge Transfer	Knowledge transfer to the SECI team during transition or contract completion	Knowledge Transfer Report	At contract closure/res

			ource transition
Transport Management	Management and monitoring of transport across DEV, QA, and PRD systems	Transport Management Log	Quarterly
Change Request Management	Impact analysis, effort estimation, classification (Minor/Major), and execution of approved changes	Change request register and approval records	Quarterly
Project Manager Assignment	Project Manager as single point of contact for SECI	Nomination letter / project governance document	As applicable
Resource Availability	Availability of deployed consultants as per agreed deployment model	Resource attendance / availability report	Quarterly
Resource Replacement	Replacement of resources as per defined clauses	Replacement approval and handover document	As applicable

The Successful bidder shall deliver all necessary documentation, reports, and outputs required for the successful execution of SAP Application Support and Maintenance Services for SECI's SAP S/4HANA system. All deliverables mentioned above at various sections, or those reasonably required for efficient service delivery, system stability, or audit/compliance purposes, shall be provided by the successful bidder without any additional cost to SECI.

III. CONTRACT PERIOD AND DELIVERY SCHEDULE

1. Section-A and the one-time activities under Section-D, as specified in the deliverables table D, shall be completed within 90 days from the date of contract award.
2. Section-B shall be completed within 270 days from the date of contract award.
3. SAP Annual Technical Support (ATS) for the existing licenses shall be borne by the successful bidder from the start date of ERP Operations & Maintenance and Resource Deployment (O&M) (Section-E).
4. ERP Operations & Maintenance and Resource Deployment (O&M) (Section-E) shall commence upon successful completion of Section-A (System Takeover, Transition & Knowledge Acquisition) and shall continue for a period of three (3) years.
5. The timelines mentioned above shall be strictly adhered to, and any delay attributable to the successful bidder shall be governed by the penalty provisions and Service Level Agreement (SLA) defined in the tender document.
6. SECI reserves the right to extend the Contract for a further period of up to three (3) years, on a year-to-year basis (1+1+1), upon completion of the initial Contract period of three (3) years, subject to satisfactory performance of the Service Provider and mutual agreement of both parties. The extension shall be on the same terms and conditions of the Contract. The applicable rates for the extended period shall be based on the prices quoted by the successful bidder for the third (3rd) year of the Contract.

IV. EXIT MANAGEMENT

To ensure continuity of operations and smooth transition of services at the end of the contract period, or in the event of termination or transition to another service provider, the successful bidder shall provide necessary support for an orderly transfer of ERP operations, documentation, and knowledge to SECI or to a newly appointed service provider.

1. Exit Management Planning: The Service Provider shall prepare and submit an Exit Management Plan to SECI at least three (3) months prior to contract expiry, or immediately upon receiving notice of termination. The plan shall outline the approach, timelines, and responsibilities for smooth transition of services.

2. Knowledge Transfer: The Service Provider shall provide comprehensive knowledge transfer to SECI personnel or the incoming service provider, including:
    a. Functional configuration and system design
    b. Technical architecture and integrations
    c. Custom developments and modifications
    d. System administration procedures
    e. Operational processes and troubleshooting guidelines
3. Documentation Handover: The Service Provider shall submit all relevant and updated documentation related to the ERP system, including but not limited to:
    a. Configuration documentation
    b. Custom code and technical specifications
    c. Integration and interface documentation
    d. System architecture and landscape diagrams
    e. User manuals and standard operating procedures (SOPs)
    f. Change request records and development logs
    g. All documentation shall be provided in editable electronic formats.
4. Access Credentials and Administrative Handover: The Service Provider shall hand over all necessary administrative access required for continued operation of the system, including:
    a. System administration credentials
    b. Application configuration access
    c. Secure passwords and authentication credentials
    d. Access to monitoring tools and administrative utilities
5. Source Code and Development Artifacts: The Service Provider shall hand over all development artifacts and system assets including:
    a. Custom-developed programs and reports
    b. Source code repositories
    c. Transport requests and change history
    d. Integration scripts and automation utilities
    e. SECI shall retain full ownership of all such deliverables developed under the contract.
6. Transition Support: During the transition period, the Service Provider shall extend necessary cooperation to ensure minimal disruption to SECI's business operations.

7. The Service Provider shall ensure that all SECI data, documentation, and system information remain confidential and are not retained, copied, or used after contract completion except with written approval from SECI.
8. The Service Provider shall confirm in writing that all SECI data in their possession has been securely returned or deleted, as per SECI's instructions.
9. The Service Provider shall ensure that SECI or the incoming vendor is able to independently operate, maintain, and manage the ERP system without any operational dependency on the outgoing service provider.
10. Upon completion of exit management activities, the Service Provider shall submit an Exit Completion Report. The exit process shall be considered complete only after formal acceptance by SECI.
11. If the Service Provider fails to fulfil its contractual obligations, including exit management responsibilities or transition support at the end of the contract period, SECI reserves the right to invoke the Performance Bank Guarantee, either partially or in full, in accordance with the terms and conditions of the contract.

V. SERVICE LEVEL AGREEMENTS (SLAS) AND PENALTY FRAMEWORK

Objective of SLA

The objective of this Service Level Agreement (SLA) is to define the minimum service performance standards to be provided by the successful bidder for the duration of this contract (or until this SLA is amended). The SLA aims to:

1. Establish measurable service performance benchmarks.
2. Ensure timely delivery of support services.
3. Maintain high system availability and performance.
4. Enable SECI to monitor vendor performance effectively.
5. Link service performance with payment and penalty provisions.

SLA Categories

The SLA shall be monitored under the following categories:

A. Application Support & Incident Management SLA
B. System Availability & Cloud Infrastructure SLA

C. Resource Deployment & Replacement SLA
D. Reporting & Documentation SLA
E. Minor Enhancement Delivery SLA

A. Application Support and Incident Management SLA

All incidents shall be logged through a centralized helpdesk system.

Maximum Resolution Time (MRT): The maximum resolution time shall be defined as the maximum time to resolve the call/ incident/ service request from the time of its reporting.

Incident Severity Levels

Severity	Description	MRT
Critical (P1)	Complete system outage or critical business process failure. Application breakdown or a serious degradation in system performance, with severe impact on running the production system.	4 hours
High (P2)	Major functionality affected. More than 50% of the user community is affected or unable to access the system. The integrated solution is not available for more than four hours at any office.	8 hours (1 working day)
Medium (P3)	Partial functionality affected, Moderate degradation in application performance. Between 5% and 50% of the user community is affected or unable to access the system. Impacts some business processes, but operations can continue with certain system limitations.	16 hours (2 working days)
Low (P4)	Minor issues or queries. Less than 5% of the user community is affected or unable to access the system. The system is available, with slightly degraded performance.	24 (3 working days)

Penalty for non-compliance

Metric Name	Formula	Penalty (Deductible from Quarterly O&M Payment)

Incidents Resolution	Number of incidents closed within the stipulated maximum resolution time / Total number of calls received in the Quarter * 100%	95%-99%: 2% penalty 90%-95%: 5% penalty 85%-90%: 7% penalty Less than 85%: 10% Penalty

B. System Availability & Cloud Infrastructure SLA

The Service Provider shall ensure high availability of the ERP system and supporting infrastructure.

Uptime Availability Level	Penalty (Deductible from Quarterly Cloud Infrastructure & Managed Services Payment)
99.0% – 99.5%	2%
98% – 99%	5%
Below 98%	10%

If availability falls below 97%, SECI may initiate contract review or termination proceedings.

Backup and Disaster Recovery SLA

Parameter	Target	Penalty (Deductible from Running Quarter Cloud Infrastructure & Managed Services Payment)
Backup Success Rate	100%	2% of Quarterly Payment if below 98% 5% of Quarterly Payment if below 95%
RPO	≤ 30 minutes	2% of Annual Payment
RTO	≤ 6 hours	2% of Annual Payment
DR Drill	Annual	10% of Annual Payment if not conducted

Failure of DR readiness during actual disaster shall be treated as critical SLA breach.

C. Resource Deployment & Replacement SLA

The Service Provider shall deploy and maintain the agreed number of resources as specified in the contract.

Parameter	Target	Penalty (Deductible from Quarterly O&M Payment)
Deployment of onsite resources	As per contract	₹10,000 per day per missing resource
Replacement of resigned resource	Within 15 days	₹5,000 per day thereafter
Knowledge transfer overlap	Minimum 7 working days	₹25,000 per instance
Designate Project Manager	As per contract	₹5,000 per instance

Frequent replacement of key personnel (more than three replacements per year) may attract additional penalty of 2% of quarterly O&M payment.

D. Reporting and Documentation SLA

The Service Provider shall submit all periodic reports, documents and deliverables as specified in the respective deliverable's tables under each section of this contract, along with the corresponding payment request. Submission of such reports shall be mandatory for processing the corresponding payment.

In the event of failure to submit any of the required reports within the stipulated timelines, SECI shall be entitled to deduct 1% of the applicable quarterly payment under the respective section for each report not submitted or delayed. Such deduction shall be without prejudice to any other remedies available to SECI under the contract.

E. Minor Enhancement Delivery SLA

Minor enhancements covered under O&M shall be delivered within mutually agreed timelines. Delay beyond agreed timeline, not attributable to SECI shall attract 0.5% of corresponding quarterly period O&M payment as penalty per week of delay, subject to maximum 10% of quarterly O&M payment.

Maximum Penalty Cap

The total penalties imposed during the contract shall not exceed 10% of the total contract value. However, this limit shall not apply in case of:

- data breach
- security incident
- regulatory violation
- willful negligence
- failure to support exit transition

SLA Breach

Failure to meet SLA targets for three consecutive measurement periods shall be treated as SLA breach. In such cases, SECI may:

1. Issue a show cause notice.
2. Seek corrective action plan.
3. Impose additional penalties.
4. Invoke Performance Bank Guarantee.
5. Terminate the contract.

SLA Exclusions

The Service Provider shall not be held responsible for SLA non-compliance in the following situations:

1. Force majeure events.
2. Delays attributable to SECI.
3. Scheduled maintenance approved by SECI.
4. Failures caused by third-party systems beyond vendor control.

The imposition of penalties or deductions under this contract shall not relieve the Service Provider from its obligation to complete the services in accordance with the contract.

Annexure-A to Scope of Work

On-Site Resources Profile

1. ERP Technical Consultant (SAP ABAP/Integration)

Profile Summary

Position Title	Technical Consultant (ABAP/Integration)
Minimum Experience	7+ Years in SAP ABAP/Integration
SAP Certification (Required)	SAP Certified Development Associate – ABAP or equivalent
SAP Certification (Preferred)	SAP Integration Suite / PI/ PO

Role Overview

The above-mentioned resource serves as the technical backbone of the SAP landscape at SECI. The resource is responsible for all custom ABAP development, enhancements to standard SAP functionality, and seamless data exchange between SAP and third-party/government systems. This resource will serve as the technical point of contact for system migration activities and ensure integration stability across modules.

Key Responsibilities

1. Design and develop ABAP/Fiori programs and function modules.
2. Develop and maintain interfaces between SAP and external systems as per the business requirements of SECI.
3. Lead technical migration activities, including data migration.
4. Develop and provide custom reports as per the business requirements of SECI.
5. Develop and maintain SAP Smart Forms as per the business requirements of SECI.
6. Support SAP system upgrades, note applications, and transport management.

7. Coordinate with functional consultants to translate business requirements into technical solutions.
8. Manage and support SAP PI-PO / Integration Suite for middleware-based integrations.
9. Provide Early Watch Report monitoring support and act on technical recommendations.

Eligibility & Qualifications

- B.E. / B.Tech. in Computer Science/ Information Technology/ Electronics & Communication, or MCA, or M.Sc. (Computer Science)
- SAP Certified Development Associate – ABAP or equivalent certification (mandatory)
- 7+ years of hands-on SAP ABAP and Integration experience
- Experience with government / PSU SAP environments (preferred)

2. SAP ISU Consultant

Profile Summary

Position Title	SAP ISU (Industry-Specific Utilities) Consultant
Minimum Experience	5+ Years in SAP IS-U Module
SAP Certification (Preferred)	SAP Certified Application Associate – SAP for Utilities or equivalent

Role Overview

The SAP ISU Consultant is responsible for managing utilities-specific billing processes in SECI's SAP environment. This includes energy billing, and contract accounts receivable. Given SECI's mandate as India's central agency for renewable energy procurement, the ISU module plays a critical role in energy accounting and PPA & PSA billing.

Key Responsibilities

1. Configure and maintain SAP IS-U components: Billing & Invoicing, and FICA (Contract Accounts Receivable & Payable).
2. Map SECI-specific energy procurement and billing workflows to SAP IS-U processes.
3. Handle integration between IS-U and FICO and MM.
4. Support PSA (Power Sale Agreement) billing processes and reconciliation.
5. Manage energy data management, consumption history, and reporting.
6. Assist in rate configuration and tariff structure within SAP IS-U.
7. Coordinate with the technical team for IS-U-related ABAP customisation and enhancements.
8. Perform period-end closing activities related to DISCOM billing.
9. Ensure data accuracy and support audit requirements for energy accounts.
10. Document functional specifications, configuration guides, and user manuals.

Required SAP Skills & Technical Competencies

- SAP IS-U – Billing
- FICA
- Rate / Tariff Configuration
- PPA Billing Process
- IS-U & FICO Integration
- IS-U & MM Integration
- SAP Business Workplace / Workflow
- Reporting (SAP Standard & Custom)

Eligibility & Qualifications

- SAP Certified Application Associate – SAP for Utilities or equivalent (Preferred)
- 5+ years of experience in SAP IS-U implementation and support.
- Experience with the energy sector or power utility companies (DISCOMS, or similar) is preferred.

3. SAP PS Consultant

Profile Summary

Position Title	SAP PS (Project Systems) Consultant
Minimum Experience	5+ Years in SAP PS
SAP Certification (Preferred)	SAP Certified Application Associate – Project System or equivalent

Role Overview

The SAP PS Consultant manages SECI's project-based SAP operations. Given that SECI executes large capital projects including solar parks, transmission infrastructure, and renewable energy schemes, the PS module is fundamental to project planning, budgeting, cost control, and milestone tracking. The consultant must have deep expertise in managing government/public-sector capital investment projects using SAP PS.

Key Responsibilities

1. Configure and maintain SAP PS: networks, milestones, project profiles, and project versions.
2. Set up and manage project budgeting, availability control, and budget transfers.
3. Integrate PS with FICO (Cost Center Accounting, Internal Orders, Investment Management).
4. Integrate PS with MM for procurement-linked project execution and goods receipts.

5. Manage project settlement to assets, cost centers, and G/L accounts.
6. Support capital expenditure (CAPEX) planning and reporting using PS structures.
7. Maintain project progress confirmation and resource-related billing.
8. Generate project status reports, cost variance analysis, and earned value reports.
9. Support audit requirements and provide project cost documentation.

Required SAP Skills & Technical Competencies

- SAP PS – WBS / Network / Milestones
- Project Budgeting & Availability Control
- PS-FICO Integration
- PS-MM Integration
- Project Settlement & Period-End
- CAPEX Planning & Reporting

Eligibility & Qualifications

- SAP Certified Application Associate – Project System or equivalent (preferred)
- 5+ years of SAP PS experience, preferably in a PSU or energy sector company.

4. SAP MM Consultant

Profile Summary

Position Title	SAP MM (Materials Management) Consultant
Minimum Experience	5+ Years in SAP MM
SAP Certification (Preferred)	SAP Certified Application Associate – Procurement with SAP S/4HANA or equivalent

Role Overview

The SAP MM Consultant will be responsible for all procurement and materials management processes at SECI. SECI undertakes procurement of capital equipment, O&M services, and project materials under government procurement regulations (GFR, GeM, CVC guidelines). The consultant must configure and maintain procurement workflows that comply with public procurement norms, including integration with Government e-Marketplace (GeM) and PFMS where applicable.

Key Responsibilities

1. Configure and maintain SAP MM: Material Master, Vendor Master, Purchasing, Inventory Management, and Invoice Verification (MIRO).
2. Maintain and configure release strategies (approval workflows) for the purchase of documents.
3. Integration of MM & PS with the FICO module (as and when required).
4. Manage various integrations with third-party portals as per statutory orders from other government bodies.
5. Manage service procurement (service entry sheets) for O&M and consulting engagements.
6. Perform inventory management.
7. Generate various MIS reports – both standard and custom.

Required SAP Skills & Technical Competencies

- SAP MM – Material Master / Vendor Master
- Purchase Requisition / Purchase Order / Contracts
- Release Strategy Configuration
- Inventory Management
- Invoice Verification

Eligibility & Qualifications

- SAP Certified Application Associate – Procurement with SAP S/4HANA or equivalent (preferred)
- 5+ years of SAP MM experience; experience in government / PSU procurement (preferred)

5. SAP FICO Consultant

Profile Summary

Position Title	SAP FICO (Finance & Controlling) Consultant
Minimum Experience	7+ Years in SAP FICO
SAP Certification (Required)	SAP Certified Application Associate – SAP S/4HANA for Financial Accounting or equivalent

Role Overview

The SAP FICO Consultant is the financial process owner within the SAP environment at SECI. Responsible for accurate financial reporting, cost accounting, budget monitoring, and statutory compliance, this resource must understand the regulatory environment for a Central Public Sector Enterprise (CPSE) under the Ministry of New & Renewable Energy (MNRE). The consultant will manage period-end/year-end closing, interface with CAG audit requirements, and ensure PFMS-linked financial integration.

Key Responsibilities

1. Configure and maintain SAP FI: General Ledger (New GL), Accounts Payable, Accounts Receivable, Asset Accounting, and Bank Accounting.
2. Configure and maintain SAP CO: Cost Center Accounting, Internal Orders, Profit Center Accounting.
3. Manage Chart of Accounts and financial statement versions aligned with Ind AS / CPSE requirements.

4. Execute month-end and year-end closing procedures.
5. Manage asset lifecycle in SAP Asset Accounting (acquisition, capitalization, depreciation, disposal).
6. Integrate FICO with MM (automatic postings, GR/IR), PS (settlement), and IS-U.
7. Coordinate PFMS/e-payment integration and reconciliation for government disbursements.
8. Produce MIS reports: Trial Balance, P&L, Balance Sheet, Funds Flow, and budget utilization.
9. Support internal and CAG audit with financial data extracts and reconciliations.
10. Maintain tax configuration: TDS, GST, and withholding tax in SAP.

Required SAP Skills & Technical Competencies

- SAP FI – GL / AP / AR / AA / Bank Accounting
- SAP CO – CCA / IO / PCA
- New GL & Document Splitting
- Asset Accounting (AA)
- TDS / GST / Withholding Tax Configuration
- Period-End & Financial Year-End Closing
- PFMS / Government Payment Integration
- FI-MM / FI-PS / FI-IS-U Integration
- Financial Reporting & MIS

Eligibility & Qualifications

- SAP Certified Application Associate – SAP S/4HANA for Financial Accounting or equivalent (mandatory)
- 7+ years of SAP FICO experience, preferably with Government/ PSU / government-linked entity is preferred.

- Knowledge of CPSE financial reporting standards, Ind AS, and CAG audit procedures is preferred.

6. SAP HCM Consultant

Profile Summary

Position Title	SAP Human Capital Management (HCM) Consultant
Minimum Experience	5+ Years in SAP HCM & Payroll
SAP Certification (Preferred)	SAP Certified Associate – SAP HCM Payroll for SP S/4 HANA or equivalent

Role Overview

The SAP HCM Support Consultant is responsible for ensuring the smooth functioning of HR systems by providing ongoing support for core modules such as Personnel Administration (PA), Organizational Management (OM), Payroll (PY), and Time Management (TM). The role involves handling incidents, resolving user issues, and maintaining accurate employee and payroll data in compliance with SECI regulations.

Key Responsibilities

1. Providing incident and service request management with defined SLAs to ensure uninterrupted HR operations.
2. Executing and supporting payroll processing, including statutory compliance with applicable Indian laws (Income Tax, PF, Gratuity, etc.).
3. Maintaining and validating employee master data and organizational structures.
4. Supporting leave and attendance management, including integration with biometric or third-party systems.
5. Handling changes requests (CRs), preparing functional specifications, and coordinating with technical teams for enhancements.
6. Performing testing activities including Unit Testing, User Acceptance Testing (UAT), and regression testing.

7. Ensuring integration support between SAP HCM and other modules (such as SAP FI) and external systems.
8. Monitoring system performance, background jobs, and resolving operational issues.
9. Preparing and maintaining documentation in line with PSU standards and compliance requirements.
10. Providing support for internal and statutory audits, including data validation and report generation.

Eligibility & Qualifications

- SAP Certified Application Associate – SAP HCM Payroll for SAP S/4HANA or equivalent (Preferred)
- 5+ years of SAP HCM experience, preferably with PSU / government-linked entity.

Annexure-B to Scope of Work

SECI's Existing SAP ERP System

SECI's SAP S/4HANA ERP system covers FICO, HR, IS-U, MM, SD, and PS modules, supporting core business processes like finance, human resources, utility billing, procurement, sales, and project management. The support partner shall ensure smooth operations, integration across modules, statutory compliance, timely issue resolution, and continuous system optimization for enhanced efficiency and reporting.

Module	Business Processes
FICO (Finance & Controlling)	- General Ledger, Accounts Payable, Accounts Receivable, Asset Accounting, Cost & Profit Center Accounting, Fund Management - Generate GL Balance, Vendor/Customer Balances, Debtors Ageing, Payment Due, Cash Flow & Management Reports - Segment-wise Profit & Loss and Balance Sheet generation - Procure to Pay and Order to Cash - Integration with other modules (IS-U, MM, HR, SD, PS) - Various Standard Reports **Custom Objects (Programs)** – LC-BG, Bank Guarantee, Loan Module, SGD/CIL, e-invoice module, GSTN integration for GST return filling, GeM Integration, Host-to-Host payment integration with HDFC & SBI Bank, Reports – Third-party payment monthly, PSM report etc.
HR (Human Resources)	- Organization Management - hierarchy & reporting structure. - Employee Master and Actions - Payroll integrated with Finance for GL postings. - Income Tax Calculations - Transfer & posting across project sites with MIS reporting.

Module	Business Processes
	Custom Objects (Programs) – Integration with HIAM portal and various custom reports.
IS-U (Industry Specific Utilities)	- Customer master data and contract account management - Integration with FICO for accounting entries and receivables. - Finance and Contract Accounting (FICA) - DISCOM billing in line Power Sale Agreement through Mass-billing config - Reporting and audit trail for billing - Exception handling, reconciliation, and workflow-based approvals. **Custom Objects (Programs)** – Power Sale Report,
MM (Materials Management)	- Management of Purchase Requisition, Purchase Order - Creation of Goods Receipt, Service Entry - Invoice Verification - Vendor Master, Material Master, Service Master - Info Records, Source List management - Contract and Reservation processing - Integration with FI for GR/ IR accounting and with SD/ PS - Workflow and Release Procedure configuration for approval cycles
SD (Sales & Distribution)	- Sales Order creation, quotation, pricing, and billing. - Integration with FICO (for receivables) - Order-to-Cash Cycle - Delivery scheduling, shipment tracking, and invoicing - Integration with e-invoice module
PS (Project Systems)	- Project Definition, Work Breakdown Structures (WBS), Network Activities - Budgeting and cost monitoring integrated with FICO and MM - Resource planning, progress tracking, and milestone-based billing - Integration with SD for contract-based billing and MM for procurement tracking. - Project closure and variance analysis reporting.

SECTION III

INSTRUCTIONS TO BIDDERS

Preamble

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

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

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

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

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[E] BID OPENING AND EVALUATION:

[F] CONTRACT AGREEMENT:

[G] ANNEXURES:

[A] – GENERAL

1. SCOPE OF BID

1.1 The Employer/ Owner wishes to receive Bids as described in the Bidding documents/ Tender documents issued by Employer/ Owner.

1.2 The Scope of Work/ Services shall be as defined in the Tender documents.

1.3 The successful Bidder will be expected to complete the entire scope of work within the period stated in Bid Information Sheet (Section-I, Invitation for Bids).

1.4 Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2. BIDS FROM CONSORTIUM/ JOINT VENTURE

As specified in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB).

3. NUMBER OF BIDS PER BIDDER

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

4. COST OF BIDDING & TENDER PROCESSING FEE

4.1 **COST OF BIDDING**

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

4.2 **TENDER PROCESSING FEE (NON-REFUNDABLE)**

A non- refundable Tender Processing Fee, if applicable, is to be submitted in the form of 'either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favor of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Tender Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB). Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.

4.3 **The Tender Processing Fee and EMD, if applicable is exempted for MSE Vendors registered under NSIC/ Udyog Aadhaar/DIC Category only. In order to avail the exemption in Tender Processing Fee in case of consortium/ JV, all the members should be registered as MSE Vendors under NSIC/ Udyog Aadhaar Category/DIC. As per Ministry of MSMEs (MoMSME) Gazette notification No. S.O. 4926(E) dated 18.10.2022 bidders will be eligible to avail all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from date of such upward change.**

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

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

[B] - BIDDING DOCUMENTS

5. CONTENTS OF TENDER DOCUMENTS

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

- Section-I : Invitation for Bids [IFB]
- Section-II : Scope of Work [SOW]
- Section-III : Instructions to Bidders [ITB]
- Section-IV : Bid Data Sheet [BDS]
- Section-V : Qualifying Requirements [QR]
- Section-VI : General Conditions of Contract [GCC]
- Section-VII : Special Conditions of Contract [SCC]
- Section-VIII : Forms and Formats

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

6. CLARIFICATION OF TENDER DOCUMENTS

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

6.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 6.1 above is liable to be considered as "no clarification/ information required".

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

7. AMENDMENT OF TENDER DOCUMENTS

7.1 At any time prior to the 'Bid Due Date', Employer/ Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda/ corrigendum.

7.2 Any addendum/ corrigendum thus issued shall be part of the Tender Documents and shall be hosted on GeM Portal ***https://www.gem.gov.in*** and/ or Employer's website **www.seci.co.in.** Bidders must consider all such addendum/ corrigendum before submitting their bid.

7.3 The Employer, if consider necessary, may extend the date of submissions of Bid to allow the Bidders a reasonable time to furnish their most competitive bid considering the amendment issued thereof.

[C] - PREPARATION OF BIDS

8. LANGUAGE OF BID:

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

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

9. DOCUMENTS COMPRISING THE BID

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

9.1 Fundamental Compliance Document under offline mode

Fundamental Compliance Document of the bid shall comprise of following documents/ programmed file-Attachments to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear {the name of Tender, the Tender No. and the words 'DO NOT OPEN BEFORE' (due date & time)}**.

Sh. Umesh Patidar
Dy. Manager (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
Telephone: 011-24666366
E mail: **umesh.patidar@seci.co.in**

a. 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents.
b. EMD / Tender Processing Fees, if applicable.
c. Power of Attorney for authorized signatory in non-judicial stamp paper.
d. Copy of Board Resolution.

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

Further, Bidder shall submit the above-mentioned Fundamental Bid Compliance documents only under Offline Mode, which are required to establish the Fundamental requirements of the Bids. Same are required to be submitted to SECI Office, maximum within "Last Date & time of online Bid submission + 2 working Days" (Ex Last Date of Bid submission is 07th Feb 2027 by 1400 Hours, then the Fundamental Bid Compliance documents may be submitted latest by 09th Feb 2027 by 1400 Hours), post which no document would be accepted and the bids lacking in the Fundamental Bid Compliance documents will be rejected.

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

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

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

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

9.2 Soft Copy

Online documents/Soft copy of the bid shall comprise of following documents to be uploaded on the GeM portal ***https://www.gem.gov.in*** as per provisions therein.

a. As part of First Envelope

Documents listed below are to be submitted in Online Mode as Soft Copies:

I. Covering Letter as per Format I.

II. General particulars of the Bidder as per the Format II

III. Contract Performance Security as per the Format III, if applicable

IV. Earnest Money Deposit as per the Format IV, if applicable

V. Financial Proposal as per Format V

VI. Technical Proposal as per Format VI

VII. Annual reports along with a certification of turnover of last 03 years as per Format VII*

VIII. No Deviation Confirmation as per Format VIII

IX. E-Banking Mandate Form as per Format IX

X. Power of Attorney as per Format XI and Board Resolution as per format X for such authorization.

XI. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format XII

XII. Copy of GST registration No, PAN Card, Income Tax Registration, EPFO & ESIC registration.

XIII. An Affidavit that the bidder has not been blacklisted by MNRE or SECI as on the date of invitation of the bid.

XIV. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification

XV. A self- certification regarding having office of their own in Delhi/NCR on the letterhead of the Agency (duly stamped and signed) indicating address and contact details.

XVI. Copies of ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970 and Delhi Shop and Establishment Act, as applicable.

*In case the audited annual accounts for the year previous Financial Year are not available with the Bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. 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 turn over certified by a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

The Technical Proposal shall not include any financial information relating to the Financial Proposal. The Bidder shall submit Bids in the given Format only.

b. **As part of Second Envelope**

I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the GEM portal, shall be duly filled. “Termed as **ELECTRONIC FORM**”.

II. Main Price Bid comprising of Schedule No 1 to 3 of the Price Schedule (available in Section - VIII, SOR), duly completed, sealed and signed/ digitally signed shall be uploaded. “Termed as **MAIN BID**”.

10. SCHEDULE OF RATES (SOR)/ PRICE SCHEDULE (PS)/ BID PRICES

10.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works as described in Tender Documents, based on the rates and prices submitted by the Bidder and accepted by the Owner. The prices quoted by the Bidders should indicate clearly the Goods & Service Tax (GST) components as also mentioned under the SOR.

10.2 Prices must be filled in format for "Schedule of Rates [SOR]/ Price Schedule [PS]/ Bid Prices" enclosed as part of Tender documents under Section - VIII. If quoted in separate typed sheets, such bids may be rejected.

10.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of supply/ Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

10.4 All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Supplier under the Contract, or for any other cause, shall be mentioned as per the SOR formats Schedule Nos 1-5.

10.5 Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.

10.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 29 of ITB.

10.7 Bidder need to submit the detailed break-up of Goods & Service Tax (GST) (applicable for both Central and State) in the SOR formats viz Schedule Nos 1-5. This data is required to ascertain the

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

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

10.8 In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the SOR/ PS.

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

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

11. GOODS & SERVICE TAX (GST)

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

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

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

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

(a) Name, Address & Registration No. of such Person/ Contractor
(b) Name & Address of the Person/ Contractor receiving Taxable Service
(c) Description, Classification & Value of Taxable Service provided
(d) GST Amount, if any.
(e) HSN code of the Goods/Services.
(f) Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, Employer/ Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Employer/ Owner.

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

11.3 In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -

Any increase in the rate of non-ITC based GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the Employer/ Owner.

11.4 Owner will reimburse the GST to the Contractor at actuals against submission of ITC based invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.

11.5 Owner will reimburse the GST to the Contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the Bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

11.6 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable Owner to avail Input Tax Credit (ITC) (If applicable).

12. BID CURRENCIES

Bidders must submit bid in the currency as mentioned in Bid Information Sheet (Section-I, IFB).

13. BID VALIDITY

13.1 Bids shall be kept valid for period specified in Bid Information Sheet (Section-I, IFB) from the final 'Bid Opening Date'. A Bid valid for a shorter period may be rejected by Employer as 'non-responsive'.

13.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD, if applicable will '. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its 'EMD, if applicable will ' for the period of the extension and in accordance with "ITB: Clause-14" in all respects.

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

14. EARNEST MONEY DEPOSIT(EMD)

15.1 The applicability/Non-applicability of Earnest Money Deposit (EMD) is specified under Bid Information Sheet (Section-I, IFB).

15.2 The Bids must be accompanied with **'Earnest Money Deposit (EMD)'** in the form of ‘Account payee Demand Draft, Banker’s Cheque, Fixed Deposit Receipt or Bank Guarantee (Including e-Bank Guarantee) in favor of “**Solar Energy Corporation of India limited, New Delhi payable at New Delhi”**. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.

15.3 The **‘EMD’** is required to protect Employer/ Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-14.8".

15.4 Employer/ Owner shall not be liable to pay any Bank charges, commission, or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a

'Bank Guarantee', the same shall be from any scheduled Bank as specified in the tender document.

15.5 Bid not accompanied with required amount of EMD shall be liable for rejection.

15.6 'Earnest Money Deposit' of all the unsuccessful Bidders disqualified at the stage of evaluation, will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' of their respective disqualification.

15.7 The successful Bidder's (L1 Bidder) 'Earnest Money Deposit' will be discharged upon the Bidder's signing the 'Contract Agreement' and furnishing the 'Performance Security duly vetted by the Bank'.

15.8 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:

a. If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
b. If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
c. Violates any other condition, mentioned elsewhere in the tender document including deviations or conditional bid.
d. In the case of a successful Bidder, if the Bidder fails to:
    i. acceptance of the Contract Agreement.
    ii. to furnish "Performance Security.
    iii. to accept 'arithmetical corrections' as per provision of the clause 29 of ITB.

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

15.10 Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank

IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd. and a confirmation in this regard is received by SECI". Message Type: IFN760COV is to be used by the issuing bank.

15.11 Payment Order Instrument against EMD - As an alternative to submission of EMD, the bidder also has an option to submit a letter of undertaking issued by either of the following two organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of tender. This instrument would have to be furnished as per format supplied in the tender document, within the timelines, for the amount and validity period as per the clause above.

15.12 EMD will also be acceptable in the form of Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI) strictly as per the format supplied in the tender document.

15.13 The term "Bank Guarantee (BG) towards/against EMD" occurring in the entire tender document shall be read as "e-PBG/Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD".

15.14 All forms of guarantees submitted by the bidder/developer/contractor—including but not limited to POI, Surety Bonds, Earnest Money Deposits (EMD), Performance Security, or any additional Bank Guarantees—shall include a claim period of not less than 30 days beyond the expiry of their respective validity periods.

15.15 The Bidder shall furnish the Bank Guarantees towards EMD issued by any Indian branch of a Scheduled Commercial Bank as listed on the website of

Reserve Bank of India (RBI), as applicable on the date of issuance of bank guarantee).

15.16 MSEs (Micro and Small Enterprises) registered under NSIC/ DIC/ Udyog Aadhar Only are exempted from submission of EMD. In order to avail the exemption in EMD in case of Consortium/ JV, all the members of the Consortium/ JV should be registered as MSE Vendors under NSIC/ DIC/ Udyog Aadhaar Category. As per Ministry of MSMEs (MoMSME) Gazette notification No. S.O. 4926(E) dated 18.10.2022 bidders will be eligible to avail all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from date of such upward change.

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

15. CONTRACT PERFORMANCE SECURITY

15.1 Against the work, within 30 (Thirty) days from the issuance of the Contract Agreement (CA) from Owner, the successful Bidder shall furnish an unconditional and irrevocable Contract Performance Security in accordance with Special Conditions of the Contract. The Contract Performance Security shall be in the form of 'Account payee Demand Draft, Banker's Cheque, Fixed Deposit Receipt or Bank Guarantee (Including e-Bank Guarantee) in favor of "Solar Energy Corporation of India limited, New Delhi payable at New Delhi and shall be in the currency of the Contract and will be issued in the name of the Owner as specified in the SCC. The Contract Performance Security shall be for an amount equal to specified in Special Conditions of Contract (SCC) towards faithful performance of the contractual obligations, performance of equipment and shall cover entire Contract. The validity of

Contract Performance Security shall be in conjunction with the provisions mentioned under Section - VII, Special Conditions of Contract (SCC).

15.2 The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favor of as mentioned in the BDS/SCC**.**

15.3 Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd. and a confirmation in this regard is received by SECI". Message Type: IFN760COV is to be used by the issuing bank.

15.4 All forms of guarantees submitted by the bidder/developer/contractor—including but not limited to POI, Surety Bonds, Earnest Money Deposits (EMD), Performance Security, or any additional Bank Guarantees—shall include a claim period of not less than 30 days beyond the expiry of their respective validity periods.

15.5 In case of default or failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the cancellation of the award and forfeiture of the EMD, if applicable.

In case of default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the Contract Performance Security.

15.6 The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care of the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security.

15.7 Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the CA & forfeit 100% of EMD if applicable in case Contract Performance Security is not submitted within 45 (Forty-five) days from issuance of CA. However, total project completion period shall remain same. Part Security shall not be accepted. The Zero Date shall be counted from the date signing of Contract Agreement (CA).

15.8 If the Contractor/ Sub-Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the Employer or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other Bidders and recover expenses from the Contractor (for which the certificate of the Engineer-in-Charge shall be final).

15.9 All compensation or other sums of money payable by the Contractor to the Owner under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Contractor by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by encashment of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.

16. PRE-BID MEETING

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

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

16.3 Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be uploaded on SECI & ETI website against the Tender. Any modification of the Contents of Tender Documents listed in "ITB: Clause-5.1", that may become necessary because of the Pre-Bid Meeting shall be made by the Employer/ Owner exclusively through the issue of an Addendum/ Corrigendum pursuant to "ITB: Clause-7", and not through the minutes of the Pre-Bid Meeting.

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

17. SIGNINIG OF BID/TENDER DOCUMENT

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

18. ZERO DEVIATION AND REJECTION CRITERIA

18.1 **ZERO DEVIATION**: Deviation to terms and conditions of Tender Documents may lead to rejection of bid. Employer/ Owner will accept bids based on terms & conditions of Tender Documents only. Bidder may note Employer/ Owner will determine the substantial responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 28 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. Employer's/ Owner’s determination of a bid's responsiveness is based on the content of the bid itself. Employer/ Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.

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

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

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

19. E-PAYMENT

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

[D] - SUBMISSION OF BIDS

20. SUBMISSION, SEALING AND MARKING OF BIDS

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

20.2 Offline documents (Specific documents only) as mentioned in clause no. 09 of Section - III, Instructions to Bidders (ITB) of the Tender document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker:

Offline Tender Document for Engagement of Agency for Comprehensive Application Management, Integration and Support Services for Existing SAP ERP Landscape (ERP 2.0)	
Tender Document No.	**(Enter Bid No & Date given in published bid document)**
Last Date of Submission	
Bids Submitted by	**(Enter Full name and address of the Bidder)**
Authorized Signatory	**(Signature of the Authorized Signatory)** **(Name of the Authorized Signatory)** **(Stamp of the Bidder)**
Bid Submitted to	**Solar Energy Corporation of India Limited** **(A Government of India Enterprise)** **6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India**

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

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

21. DEADLINES FOR SUBMISSION OF BIDS

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

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

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

22. LATE BIDS

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

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

22.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

23. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

23.2 The modification shall also be prepared, sealed, marked, and dispatched in accordance with the provision of the clause 20 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.

23.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of Bidder's EMD, if applicable pursuant to clause 14 of ITB and rejection of bid.

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

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

[E] - BID OPENING AND EVALUATION CRITERIA

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

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

25. BID OPENING

25.1 Unpriced Bid Opening:

Employer will open bids, in the presence of Bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Information Sheet. The Bidders' representatives, who are present shall sign a bid opening register evidencing their attendance. However, the presence of Bidder(s) during unpriced bid opening is subjective and will depend on case-to-case basis against the sole discretion of Employer/ Owner. As it's an online bidding system, Bidder's attendance during the Techno-commercial Bid opening in Employer's Premises is not envisaged, as the same may be observed by the respective Bidders from their online login credentials of the e-tendering portal.

25.2 Priced Bid Opening:

25.2.1 Employer will open the price bids of those Bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.

25.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

25.2.3 As it's an online bidding system, Bidder's attendance during the Price Bid opening in Employer's Premises is not envisaged, as the same may be observed by the respective Bidders from their online login credentials of the e-tendering portal. Employer may also intimate the Techno commercial qualified Bidders through mails for the opening of price bids.

26. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's/ Owner’s processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

27. CONTACTING THE EMPLOYER/ OWNER

27.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer/ Owner on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

27.2 Any effort by the Bidder to influence the Employer/ Owner in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the offer/Bid and action shall be initiated as per procedure in this regard.

28. EXAMINATIONS OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

(a) Meets the "Bid Evaluation Criteria" of the Bidding Documents.
(b) Is accompanied by the required 'Earnest Money Deposit' and 'Tender Processing Fees', if applicable.
(c) Is substantially responsive to the requirements of the Tender Documents; and
(d) Provides any clarification and/ or substantiation that the Employer/ Owner may require to determine responsiveness pursuant to "ITB: Clause-28.2".

28.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -

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

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

(a) If accepted would,
  (i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
  (ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the Bidder's obligations under the proposed Contract.
(b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

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

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

29. CORRECTION OF ERRORS

29.1 If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Employer, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/ amount (viz., items left blank or against which '-'is indicated) in the Price Schedules will be deemed to have been included in other item(s).

The subtotal, total price, or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Employer shall be entitled to consider the highest price for that particular line item for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

29.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of bid, its bid will be rejected.

30. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

All bids submitted must be in the currency specified at clause 12 of ITB.

31. EVALUATION OF BIDS

Bidders are required to submit their Price quotes as per given Price proposal format. Quoted Prices should be inclusive of Goods & Service Tax (GST) which shall be reimbursed by SECI on actual against documentary proof based on tax invoices raised by the bidder.

Proposals shall be evaluated as per evaluation criteria mentioned in the clause below on the **Quality & Cost Based Selection (QCBS).**

31.1 Evaluation of Techno - Commercial Part (First Envelope)

The Employer will carry out a detailed evaluation of the bids of the qualified Bidders to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. To reach such a determination, the Employer will examine the information supplied by the Bidders, pursuant to 'ITB: Clause-9', and other requirements in the Bidding Documents, considering the following factors:

(a) overall completeness and compliance with the Technical Specifications of the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness,

(b) compliance with the time schedule,

(c) any other relevant technical factors that the Employer/ Owner deems necessary or prudent to take into consideration,

(d) any deviations to the commercial and contractual provisions stipulated in the Tender Documents,

(e) details furnished by the Bidder in response to the requirements specified in the Tender Documents.

31.2 Opening of Second Envelope by Employer

The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 31.1. In case the bid/offer is rejected, pursuant to ITB Clause 31.1 the Second Envelope submitted by such Bidders shall be sent to archive unopened and the EMD, if applicable shall be returned as per the Tender provisions.

The prices and details as filled up in Electronic Form by the Bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions and considered for award of contract as provided in ITB.

31.3 Evaluation of Financial Part (Second Envelope)

31.3.1 The Employer will examine the Price Part (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed/digitally signed, and whether the bids are generally in order.

31.3.2 Financial Proposal Content: After the technical evaluation, the Financial Bids of bidders will be opened.

31.3.3 The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

31.3.4 Arithmetical errors will be rectified in line with Clause no. 29 of ITB.

31.3.5 The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Tender Documents.

31.3.6 In case only single offer is received, SECI at its sole discretion may take appropriate actions for further process.

31.4 Quality & Cost Based Selection (QCBS) Evaluation Methodology:

i. Bids will be evaluated by an Evaluation Committee constituted for the purpose. The selection will be made on QCBS.

ii. Following weightage will be assigned to Technical and Financial Stages during the QCBS Evaluation to arrive at the final score:

a. Technical Weightage - 70%
b. Financial Weightage - 30%

iii. Evaluation of minimum eligibility:

The first stage of evaluation will be based on qualifying the mandatory General, Technical, Managerial and Financial Eligibility Conditions as mentioned under Qualifying Requirements, Section-IV of Tender Document. Only those bids, which fulfil the mandatory criteria, will be subject to further evaluation.

iv. Technical Evaluation:

While evaluating the proposals, the Committee will allot weightage for the technical evaluation as under:

<table>
<tr><th>Sl. No.</th><th>Criteria</th><th>Max Score</th><th>Guidelines for Scoring</th><th>Documentary proofs to be submitted</th></tr>
<tr><td>1</td><td>Average Annual Turnover of the last three Financial Years.</td><td>10</td><td><table><tr><th>MAAT (Rs. Cr.)</th><th>Marks</th></tr><tr><td>Up to 30</td><td>3</td></tr><tr><td>31-60</td><td>5</td></tr><tr><td>61-100</td><td>7</td></tr><tr><td>>100</td><td>10</td></tr></table></td><td>Audited Financial Statements/ Certificate from a Chartered Accountant (CA).</td></tr>
<tr><td>2</td><td>Bidder(s) experience in similar works over the last seven years, i.e. as of the last date of bid submission.

For definition of similar works refer to the QR section of the tender document.</td><td>10</td><td><table><tr><th>Number of Works</th><th>Marks</th></tr><tr><td>3</td><td>3</td></tr><tr><td>4 – 6</td><td>5</td></tr><tr><td>7 – 10</td><td>7</td></tr><tr><td>>10</td><td>10</td></tr></table></td><td>Work Order / Purchase Order / LoA / Contract Agreement, along with Go-Live/ Completion Certificate / Execution Certificate from the Client or proof of payment of the bill/ invoice.</td></tr>
<tr><td>3</td><td>The bidder should have successfully completed the implementation of SAP ERP projects for Government/PSU clients in India during the last 7 years as on the bid submission date.

Each assignment shall have:

a) A contract value of not less than INR 5 Crore; and</td><td>15</td><td><table><tr><th>Number of Assignments</th><th>Marks</th></tr><tr><td>1 – 2</td><td>3</td></tr><tr><td>3 – 4</td><td>5</td></tr><tr><td>5 – 6</td><td>7</td></tr><tr><td>>6</td><td>10</td></tr></table>
If any of the above claimed projects has completed at least 3 years support post, Go-live. The additional marks will be allocated as given below:

a) 1 Project – 2 marks
b) 2 Project – 5 marks</td><td>Work Order / Purchase Order / LoA / Contract Agreement, along with Go-Live/ Completion Certificate / Execution Certificate from the Client or proof of payment of the bill/ invoice.</td></tr>
</table>

<table>
<tr><td></td><td>b) A minimum of 100 active ERP users, excluding users of Payroll, HRMS, ESS, and MSS modules.</td><td></td><td></td><td></td></tr>
<tr><td>4</td><td>The bidder should have experience in SAP ERP Application Support/Maintenance Services for Govt./PSU clients in India, with a value of not less than Rs. two crores per assignment over the last 7 years. The assignment should have been completed at least one year into the support period.</td><td>15</td><td><table><tr><th>Number of Assignments</th><th>Marks</th></tr><tr><td>1 – 2</td><td>3</td></tr><tr><td>3 – 4</td><td>5</td></tr><tr><td>5 – 6</td><td>7</td></tr><tr><td>>=7</td><td>10</td></tr></table>
If any of the above claimed projects has contract value of INR 10 Crore or more per project. The additional marks will be allocated as given below:

a) 1 Project – 2 marks
b) 2 Project – 3 marks
c) 3 Project – 5 marks</td><td>Work Order / Purchase Order / LoA / Contract Agreement, along with Go-Live/ Completion Certificate / Execution Certificate from the Client or proof of payment of the bill/ invoice.</td></tr>
<tr><td>5</td><td>The bidder should have experience in implementation/ support at least one SAP ERP project in the power/energy sector in India, with a project value of not less than Rs. one crore per assignment over the last 7 years.</td><td>15</td><td><table><tr><th>Number of Assignments</th><th>Marks</th></tr><tr><td>1</td><td>3</td></tr><tr><td>2 – 3</td><td>5</td></tr><tr><td>4 – 5</td><td>7</td></tr><tr><td>>5</td><td>10</td></tr></table>
If any of the above claimed projects is in the power generation and have been supported for a minimum period of two years post, Go-Live. The additional marks will be allocated as given below:

a) 1 Project – 2 marks
b) 2 Project – 3 marks
c) 3 Project – 5 marks</td><td>Work Order / Purchase Order / LoA / Contract Agreement, along with Go-Live/ Completion Certificate / Execution Certificate from the Client or proof of payment of the bill/ invoice.</td></tr>
</table>

<table>
<tr>
<td>6</td>
<td>CMMI Levels of Maturity</td>
<td>5</td>
<td><table><tr><th>Level of Maturity</th><th>Marks</th></tr><tr><td>Level 3</td><td>2</td></tr><tr><td>Level 4</td><td>3</td></tr><tr><td>Level 5</td><td>5</td></tr></table></td>
<td>Submit the relevant valid document/certificate. (The furnished certification will be verified through the official CMMI Published Appraisal Results System (PARS) at https://cmmiinstitute.com/pars)</td>
</tr>
<tr>
<td>7</td>
<td>The bidder should have successfully implemented the SAP PS module in India in last 7 years.</td>
<td>5</td>
<td><table><tr><th>Number of Assignments</th><th>Marks</th></tr><tr><td>1 – 2</td><td>1</td></tr><tr><td>3 – 4</td><td>2</td></tr><tr><td>5 – 7</td><td>3</td></tr><tr><td>>7</td><td>5</td></tr></table></td>
<td>Work Order (WO)/ Purchase Order (PO)/ Letter of Award (LoA)/ Contract Agreement (CA) along with Go-Live/ Completion Certificate or proof of payment of the bill/ invoice.</td>
</tr>
<tr>
<td>8</td>
<td>Bidder’s capability to ascertain the scope of work (SoW)</td>
<td>10</td>
<td>Based on the presentation taken by the committee.</td>
<td>The bidder should demonstrate their capability regarding the SoW performance by presenting it to the committee.</td>
</tr>
<tr>
<td>9</td>
<td>The bidder should have at least 200 SAP ERP Professionals on its payroll on the date of bid submission.</td>
<td>5</td>
<td><table><tr><th>Number of Professionals</th><th>Marks</th></tr><tr><td>201 - 300</td><td>2</td></tr><tr><td>301 - 400</td><td>3</td></tr><tr><td>>400</td><td>5</td></tr></table></td>
<td>Undertaking on the letterhead of the bidder.</td>
</tr>
</table>

<table>
<tr><td>10</td><td>The bidder should have SAP-certified Professionals on its payroll on the date of bid submission.</td><td>5</td><td><table><tr><th>Number of Professionals</th><th>Marks</th></tr><tr><td>Up to 10</td><td>1</td></tr><tr><td>11 – 20</td><td>2</td></tr><tr><td>21 – 30</td><td>3</td></tr><tr><td>>30</td><td>5</td></tr></table></td><td>Undertaking on the letterhead of the bidder, along with SAP Certificates.</td></tr>
<tr><td>11</td><td>Number of SAP Professionals as per the defined Experience /Qualification/ Skill set in the tender document. All these professionals should have experience in the power sector and be on the bidder's payroll.</td><td>5</td><td><table><tr><th>Number of Professionals</th><th>Marks</th></tr><tr><td>1 – 2</td><td>1</td></tr><tr><td>3 – 4</td><td>2</td></tr><tr><td>5 – 6</td><td>4</td></tr><tr><td>>7</td><td>5</td></tr></table></td><td>Undertaking on the bidder’s letterhead along with a duly signed CV as per the tender defined Experience/ Qualifications/ Skill set, and requisite certificates.</td></tr>
<tr><td colspan="5">Total Marks = 100

Bidder(s) need to secure at least 70 marks to be eligible for further financial evaluation.</td></tr>
</table>

v. **Financial Evaluation:** ***Proposal of the Organization, which secures less than 70% (seventy percent) marks during the above-mentioned Technical Evaluation, will be rejected.***

The Committee will adopt Quality and Cost Based Selection (QCBS) approach for evaluating technical and financial bids. Under QCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%. Proposal with the lowest cost will be given a financial score of 100% and other proposals given financial scores that are inversely proportional to their prices. Scores of the bidders will be adjusted to two (02) decimals.

Final Evaluation- For the final evaluation, proposals will be ranked according to their combined Technical (Ts) and Financial (Fs) scores, using the weights given to Ts and Fs (T=0.70, the weight given to Technical Proposal, F=0.30, the weight given to the Financial Proposal). Thus, the total score of a bid, H = Ts*0.70+ Fs*0.30. The firm achieving the Highest Score (H1) with combined technical and financial scores will be declared as the successful bidder. In the event the composite scores are tied the bidder securing their highest technical score will be adjudicated as the best value bidder for the contract.

[F] - CONTRACT AGREEMENT

32. AWARD

Subject to "ITB: Clause-28", Owner will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidders, is determined to be qualified to satisfactorily perform the Contract.

33. NOTIFICATION

33.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, through e-mail/ courier/ registered post, that his Bid has been accepted. Subject to "ITB: Clause-28", Owner will award the Contract Agreement in line with the forthcoming clauses, to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

33.2 The notification shall be issued to successful bidder in duplicate. The successful bidder is required to confirm within 07 days of its issuance including all the Appendix, Annexures as a token of acceptance.

33.3 Incase the successful bidder fails to acknowledge the acceptance of the notification as mentioned above vide clause no. 33.2, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.

33.4 In case of Non-responsive/Non acceptance to the notification by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

34. SIGNING OF CONTRACT AGREEMENT

34.1 Within 30 (Thirty) days of the release of Notification by the owner/ GeM, the successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Owner on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'state' specified.

34.2 In case the successful Bidder fails to execute the ‘Contract Agreement’ as mentioned above vide clause no. 34.1, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed. Same shall constitute sufficient grounds for the forfeiture of EMD, if applicable.

34.3 In case of Non-responsive/Non-acceptance to the CA or non-submission of timely Performance Security by the successful Bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

35. CANCELLATION OF CONTRACT

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

35.1 The Bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.

35.2 The selected Bidder commits a breach of any of the terms and conditions of the bid/contract.

35.3 The Bidder goes into liquidation voluntarily or otherwise during the execution of contract.

35.4 The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.

35.5 After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, SECI reserves the right to get the balance contract executed by another party of its choice by giving one month’s notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the SECI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

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

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

36.1 Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I along with this ITB document.

36.2 Annexure-I deliberates in detail all consequences pertaining to clause no. 36.

36.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS/ CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

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

The Vendor/ Supplier/ Contractor/ Bidder/ Consultant understands and agrees that in such cases where Vendor/ Supplier/ Contractor/ Bidder/ Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Employer/ Owner, such decision of Employer/ Owner shall be final and binding on such Vendor/ Supplier/ Contractor/ Bidder/ Consultant and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue/ dispute arising in the matter.

37. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)

37.1 As per the Public Procurement Policy for Micro and Small Enterprise (MSEs) order 2012, issued vide Gazette Notification number 503, dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprise of Govt. of India, and specific to this tender, MSEs must be registered with any of the following Bidders/ bodies shall be exempted from Tender Processing Fees and EMD submission, if applicable upon production of valid registration certificate.

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

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

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

37.2 In case the Bidder is falling under above category, the Bidder shall submit the documentary evidence satisfying the same.

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

38. RISK OF REJECTION

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

39. INCOME TAX & CORPORATE TAX

39.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

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

39.3 TDS under GST as may be applicable shall be deducted as per law of Government of India in vogue.

39.4 MENTIONING OF PAN NO. IN INVOICE BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/ services/ works/ consultancy services exceeding INR 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding INR 2 Lacs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

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 a Bidder 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 Bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

1.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any Bidder or its property to influence the improperly actions of a Bidder, obstruction of any investigation or auditing of a procurement process.

1.5 A "Agency/ Vendor/ Supplier/ Contractor/ Consultant/ Bidder" is herein after referred as "Bidder".

1.6 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with a Bidder and Banning of business dealings with Bidder and shall be the "Committee" concerned.

1.7 "Allied Bidder" shall mean all the concerns within the sphere of effective influence of banned/ suspended Bidders. 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 Bidder and by virtue of this it has a controlling voice.

1.8 "Investigating Bidder" shall mean any department or unit of Employer/ Owner investigating into the conduct of Bidder/ party and shall include the Vigilance Department of the Employer/ Owner, Central Bureau of Investigation, State Police or any other Bidder set up by the Central or state government having power to investigate.

2. Actions against Bidder(s) 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 Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice, the bid of such Bidder (s) shall be rejected, and its Earnest Money Deposit (EMD, if applicable) shall be forfeited.

Further, such Bidder shall be banned for future business with Employer/ 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 a Bidder, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the Bidder shall be banned for future business with Employer/ 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)/ Employer/ Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the Bidder 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 Bidder 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 a Bidder 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 Bidder shall be banned for future business with Employer/ Owner for a period specified in para below from the date of issue of banning order.

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

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

If a Bidder is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the Bidder shall be banned for future business with Employer/ 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 Employer/ 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/ tenders

3.1 If a Bidder is banned, such Bidder shall not be considered in ongoing tenders/ future tenders.

3.2 However, if such a Bidder is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the Bidder 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 Bidder is banned during tendering and irregularity is found in the case under process:

3.3.1 after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the Bidder shall be ignored.

3.3.2 after opening technical bid but before opening the Price bid, the Price bid of the Bidder shall not be opened and EMD, if applicable submitted by the Bidder shall be returned to the Bidder.

3.3.3 after opening of price bid, EMD, if applicable made by the Bidder shall be returned; the offer/Bid of the Bidder shall be ignored & will not be further evaluated. If the Bidder is put on banning list for fraud/ misappropriation of facts committed in the same tender/ other tender where errant Bidder emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

4. Procedure for Suspension of Bidder

4.1 Initiation of Suspension

Action for suspension business dealing with any Bidder 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 Bidder.

(ii) Vigilance Department based on the input from Investigating Bidder, forward for specific immediate action against the Bidder.

(iii) Nonperformance 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 Bidder and 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 Bidder on banning list.

4.2.2 During the period of suspension, no new business dealing may be held with the Bidder.

4.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Bidder.

4.2.4 The decision regarding suspension of business dealings should also be communicated to the Bidder.

4.2.5 If a prima-facie, case is made out that the Bidder 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 Bidder is put on suspension list and (ii) why action should not be taken for banning the Bidder for future business from Employer/ 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 tenders will be as under:

4.3.1 No enquiry/ bid/ tender shall be entertained from a Bidder as long as the name of Bidder appears in the Suspension List.

4.3.2 If a Bidder is put on the Suspension List during tendering:

4.3.2.1 after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the Bidder shall be ignored.

4.3.2.2 after opening technical bid but before opening the Price bid, the Price bid of the Bidder shall not be opened and EMD, if applicable submitted by the Bidder shall be returned to the Bidder.

4.3.3 The existing contract(s)/ order(s) under execution shall continue.

Tenders invited for procurement of goods, works and services shall have provision that the Bidder shall submit an undertaking to the effect that (i) neither the Bidder themselves nor their allied Bidder(s) are on banning list of Employer/ Owner or the Ministry of New & Renewable Energy (ii) Bidder is not banned by any Government Department/ Public Sector.

5. <u>DEBARMENT OF BIDDER</u>

5.1 Registration of Bidder 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. Further, A Bidder 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 Bidder debarred under sub-section (i) or any successor of the Bidder 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 Bidder 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 Bidder has breached the code of integrity.

iv. The Bidder shall not be debarred unless such Bidder has been given a reasonable opportunity to represent against such debarment

- **Definitions**

a) Firm: The term 'firm' or 'bidder" 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 firms shall be treated as allied firms. 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 bidder.

5. All successor firms will also be considered as allied firms.

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

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

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

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

iii) A bidder can also be debarred for any actions or omissions by the bidder 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 firms, 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 bidders 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 bidders 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.

Other Provisions:

i) No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

ii) If case, any debar firms 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 firms 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 firms. 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 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 supplier and may get a written commitment from the supplier that its performance will improve.

Annexure-II

ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)

1. General

Special Instructions (for e-Tendering).

Submission of Online Bids is mandatory for this Tender.

This section contains detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/ tender document.

Bidders who wish to participate in e-tenders must go through the 'instructions in respect of e-Tendering essentially covering security settings required for Bidder's PC/ Laptop, uploading and checking the status of digital signature in the Bidder's PC/ Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/ Bid etc.

2. About E-Tender Portal (Web)

Solar Energy Corporation of India Limited (SECI) has adopted a secured and user friendly e- tender system enabling bidders to Search, View, Download tender document(s) directly from GeM Portal (***https://www.gem.gov.in***) (referred hereunder as "E-Tender Portal") and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/ Price Schedule (Price Bid) in note and attachment folder, as applicable, and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

3. Pre-requisite for participation in bidding process

The following are the pre-requisite for participation in e-Tendering Process:

3.1 PC/ Laptop with Windows OS, Internet Explorer/ Mozilla Firefox/ Chrome browser

Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9/ **Mozilla Firefox/ Chrome browser** for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.

3.2 Internet Broadband Connectivity

The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access GeM Portal for downloading the Tender document and uploading/ submitting the Bids.

3.3 A valid e-mail Id of the Organization/ Firm

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, SECI has decided to use the GeM portal ***https://www.gem.gov.in***.

Benefits to Suppliers are outlined on the Home-page of the portal.

Tender Bidding Methodology:

Sealed Bid System
Single Stage Two Envelope

4. Some Bidding Related Information for this Tender (Sealed Bid)

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

5.1 Fundamental Compliance Document under offline mode

Fundamental Compliance Document of the bid shall comprise of following documents/ programmed file-Attachments to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear {the name of Tender, the Tender No. and the words 'DO NOT OPEN BEFORE' (due date & time)}**.

Sh. Umesh Patidar
Dy. Manager (C&P)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
Telephone: 011-24666366
E mail: umesh.patidar@seci.co.in

a. 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents.
b. EMD / Tender Processing Fees, if applicable.
c. Power of Attorney for authorized signatory in non-judicial stamp paper.
d. Copy of Board Resolution.

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

Further, Bidder shall submit the above-mentioned Fundamental Bid Compliance documents only under Offline Mode, which are required to establish the Fundamental requirements of the Bids. Same are required to be submitted to SECI Office, maximum within "Last Date & time of online Bid submission + 2 Days" (Ex Last Date of Bid submission is 07th Feb 2027 by 1400 Hours, then the Fundamental Bid Compliance documents may be submitted latest by 09th Feb 2027 by 1400 Hours), post which no document would be accepted and the bids lacking in the Fundamental Bid Compliance documents will be rejected.

In all circumstances the Last Date of online Bid submission will be treated as the final Bid submission deadline & the online bids will be opened on the same day accordingly.
All such opened Online bids will be considered as provisional online bids for next 02 days period as explained, subject to the receipt of Fundamental Bid Compliance documents as mentioned above. Further, the bids complying in all respect having fulfilled the Fundamental Bid Compliance documents will be taken ahead for the purpose of evaluation.

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

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

5.2 Soft Copy

Online documents/Soft copy of the bid shall comprise of following documents to be uploaded on the GeM portal ***https://www.gem.gov.in*** as per provisions therein.

a. As part of First Envelope

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN ON-LINE MODE AS SOFT COPIES:

I. Covering Letter as per Format I.

II. General particulars of the Bidder as per the Format II

III. Contract Performance Security as per the Format III, if applicable

IV. Earnest Money Deposit as per the Format IV, if applicable

V. Financial Proposal as per Format V

VI. Technical Proposal as per Format VI

VII. Annual reports along with a certification of turnover of last 03 years as per Format VII*

VIII. No Deviation Confirmation as per Format VIII

IX. E-Banking Mandate Form as per Format IX

X. Power of Attorney as per Format XI and Board Resolution as per format X for such authorization.

XI. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format XII

XII. Copy of GST registration No, PAN Card, Income Tax Registration, EPFO & ESIC registration.

XIII. An Affidavit that the bidder has not been blacklisted by MNRE or SECI as on the date of invitation of the bid.

XIV. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification

XV. A self- certification regarding having office of their own in Delhi/NCR on the letterhead of the Agency (duly stamped and signed) indicating address and contact details.

XVI. Copies of ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970 and Delhi Shop and Establishment Act, as applicable.

*In case the audited annual accounts for the year previous Financial Year are not available with the Bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. 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 turn over certified by a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

The Technical Proposal shall not include any financial information relating to the Financial Proposal. The Bidder shall submit Bids in the given Format only.

b. **As part of Second Envelope**

I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the GEM portal, shall be duly filled. "Termed as **ELECTRONIC FORM**".

II. Main Price Bid comprising of Schedule No 1 to 3 of the Price Schedule (available in Section - VIII, SOR), duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**".

5. **Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in GeM in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in GeM.

CAUTION: All bidders must fill Electronic Form for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Form and the corresponding Main-Bid.

If any variation is noted between the price mentioned in the Electronic Form and the Main Bid (Refer Clause above for the definitions of

Electronic Form and Main Bid), the price mentioned in the Main Bid shall prevail.

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

6. Other Instructions

For further instructions, the vendor should visit the home-page of the portal ***https://www.gem.gov.in***, and go to the User-Guidance Centre.

7. Content of Bid

Un-Priced Bid

The Un-Priced Bid (i.e. Part I - Technical Bid, refer ITB of tender for details) to be uploaded on GeM. ***Bidders are advised to not upload duly filled Schedule of Rates (SOR)/ Price Schedule (PS) at this link.***

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/ tender in e-tender portal.

Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder.

8. Submission of documents

Bidders are requested to upload small sized documents preferably at a time to facilitate easy uploading into e-tender portal. Employer/ Owner shall not be responsible in case of failure of the bidder to upload documents/ bids within specified time of tender submission.

9. Last date for submission of bids

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/ revise the same on or before the last date and time of submission. The system time displayed on GeM e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

10.Internet connectivity

If bidders are unable to access GeM e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option.

ANNEXURE-III

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
4. C2FO (C2treds)
5. KredX (DTX)

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.

Benefits to MSME Service Provider:

1. Timely & Cheap finance without any collateral / loan / debt and no recourse to the MSME Service Provider.

2. MSME Service Provider 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 Service Provider; 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 agencies (each of above) as per RBI guidelines
4. Execution of Agreement with by individual agencies (each of above)
5. Registering of MSME Service Provider
6. Activation of User ID and Password for MSME Service Provider
7. Issuance of User ID and Password to MSME Service Provider
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.

It is mandatory for all MSME bidders to get registered at “TReDS” platform in line with the details as mentioned in the tender document. SECI shall facilitate the best possible support in the on boarding of the MSME bidders at “TReDS”. All payments will be done to the MSME bidders through TReDS only. Non registration of the MSME bidders at TReDS may lead to delay in payments to the MSME bidders.

“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. Bidders 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

SECTION IV

BID DATA SHEET

BID DATA SHEETS (BDS)

The following bid specific data for the Plant and Equipment to be procured shall amend and/ or supplement the provisions in the Section - III, Instruction to Bidders (ITB).

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	Scope of Bid (ITB Clause 1.1)	**The Owner / Employer is:** Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India Kind Attn.: Executive Director (C & P) Telephone Nos.: - 0091-(0)11-24666200
2.	Earnest Money Deposit (EMD) (ITB clause 14)	**Add following to the existing clause:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per Government e Marketplace (GeM) General Terms and Conditions (GTC) with the technical bid. **The term "Bank Guarantee (BG) towards/against EMD" occurring in the entire tender document shall be read as "e-BG/Bank Guarantee (BG) / POI / Surety Bond towards/ against EMD".**
3.	Contract Performance Security (CPS) (ITB clause 15)	**Add following to the existing clause:** 15.10 The value of the Contract Performance Security shall be 10% (Ten) of the Contract Value (i.e., sum of all Schedule of Rates considering the Absolute value for O&M). This Performance security will be valid for a total period of 42 Months (03 Months

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		for completion of Section-A deliverables + 36 months of ERP Operation and Maintenance + 03 Months additional) from the date of its issuance. 15.11 The term “Performance Bank Guarantee (PBG)” occurring in the entire tender document shall be read as e-PBG/“Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI) / Surety Bond”. 15.12 Payment Order Instrument against CPS - As an alternative to submission of CPS, the bidder also has an option to submit a letter of undertaking issued by either of the following two organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the CPS would be liable to be encashed by SECI within the provisions of tender. This instrument would have to be furnished as per format supplied in the tender document, within the timelines, for the amount and validity period as per the clause above. 15.13 CPS will also be acceptable in the form of Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI) strictly as per the format supplied in the tender document.
4.	Zero Deviation & Rejection Criteria	Clause No 18.1, Zero deviation & Clause No 18.2, Rejection Criteria should be read in conjunction to each

Sl. No.	ITB Clause Ref. No.	Bid Data Details
	(ITB Clause 18.1 & 18.2)	other & both clauses' points mentioned should complement each other.
5.	Deadline for Submission of Bids (ITB Clause 21.2)	**<u>Add following to the existing clause:</u>** For hard copies of bid submission purposes, the address of the Employer is: Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India Kind Attn.: Sh. Pratik Prasun, DGM (C&P) Telephone Nos.: - 0091-(0)11-24666200/270 Email: - pratikpr@seci.co.in ; umesh.patidar@seci.co.in
6.	Bid Opening (ITB Clause 25.1)	**<u>Add following to the existing clause:</u>** The bid opening shall take place at: Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India
7.	Signing of Contract Agreement (ITB Clause 34)	**<u>Add following to the existing clause:</u>** State/Place of which stamp paper is required for Contract Agreement: **Delhi NCR** The value of stamp paper will be INR 100/-

SECTION V

QUALIFYING REQUIREMENTS

1. ELIGIBILITY CRITERIA

Qualification of the Bidder(s) will be based on their meeting the minimum eligibility criteria specified below regarding the Bidder's General Standards, Technical Experience and Financial eligibility as demonstrated by the Bidder's responses in the corresponding Bid documents.

1.1 GENERAL ELIGIBILITY CRITERIA

The bidder should be an Indian company registered in India 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 tender. 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. Further Limited Liability Partnerships Firms are also eligible to participate.

In case of registered Companies, the copies of Certificate of Incorporation (CoI), Article of Association (AoA), and Memorandum of Association (MoA) shall be provided along with the bid documents.

The bidders against whom sanction / debarment / blacklisting for conducting business due to "poor performance" or "Corrupt / Fraudulent / Collusive / Coercive practices" or any other reason is imposed by Ministry of New & Renewable Energy (MNRE), are not allowed to participate. Further, neither bidder nor their allied agency (ies) should be on the current or past list of banned agencies by MNRE or SECI. The Bidder shall submit a self-certification on its letterhead undertaking this as part of its bid submission.

It shall be the sole responsibility of the bidder to inform Owner in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

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

The Bid Processing Fees and EMD are exempted for eligible bidders who are registered MSEs under NSIC/ DIC/ Udyog Aadhaar Category only. As per Ministry of MSMEs (MoMSME) Gazette notification No. S.O. 4926(E) dated 18.10.2022 bidders will be eligible to avail all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from date of such upward change. The MSE bidder must submit relevant valid supporting document for seeking Bid Processing Fee & EMD exemption.

The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per Government e Marketplace (GeM) General Terms and Conditions (GTC) with the technical bid.

Bids by Consortium/ JV are not allowed for participation under this tender.

Proprietorships Firm, Partnerships Firm, NGOs, Charitable Trusts and Educational Societies are not eligible for participation in this tender. As the Proprietorships Firm, Partnerships Firm, NGOs, Charitable Trusts and Educational Societies in any form are not allowed to participate in the tendering process, hence any such firm/entity having MSME status is also not eligible to participate in the bidding process (either individually or in Joint Venture/ Consortium).

1.2 TECHNICAL ELIGIBILITY CONDITIONS

1.2.1 The Bidder shall have rendered satisfactory services and successfully completed contracts of "Similar Works" during any of the last seven (07) financial years up to and including the last date of bid submission in the current financial year. The Bidder shall have been continuously engaged in providing similar works for a minimum period of three (03) years as on the last date of bid submission.

1.2.2 The Bidder must have successfully completed at least two (02) Similar Works during the last seven (07) financial years, including the current financial year up to the last date of bid submission. Out of these, at least one (01) Similar

Work shall have been successfully completed for a Central Government/State Government Department, Public Sector Undertaking (PSU), Government Organization, Autonomous Body, or Statutory Body.

Note: **"Similar Works"** means SAP ERP Application Implementation and/or Support/Maintenance services in India with a minimum of 100 users (Excluding Payroll/HRMS/ESS/MSS Users) and covered at least five out of the below listed functions:

a) Financial Accounting (FICO)
b) Material Management (MM)
c) Project System (PS)
d) Document Management System (DMS)
e) Human Capital Management (HCM)
f) IS-Utility (IS-U)
g) Sales & Distribution (SD)
h) Process Integration
i) Quality Management

1.2.3 The Bidder should have successfully completed at least one single similar work order of value of **INR 23,88,46,000/- (Indian Rupees Twenty-Three Crores Eighty-Eight Lakhs Forty-Six Thousand, inclusive of GST)** or more during any of the last seven years i.e. the current financial year and the last seven financial years.

OR

The Bidder should have successfully completed at least two similar work orders of value of **INR 14,92,78,000/- (Indian Rupees Fourteen Crores Ninety-Two Lakhs Seventy-Eight Thousand, inclusive of GST)** or more during any of the last seven years i.e. the current financial year and the last seven financial years.

OR

The Bidder should have successfully completed at least three similar work order of value of **INR 11,94,23,000/- (Indian Rupees Eleven Crores Ninety-Four Lakhs Twenty-Three Thousand, inclusive of GST)** or more during any of the last seven years i.e. the current financial year and the last seven financial years.

(**Documents Required:** Proof of documentation conforming above experience details/ Client Work Order/LoI/PO/Recommendation Letter/Contract Agreement along with Completion Certificate/ Performance Certificate/ Successful Order execution confirmation from client side indicating scope of assignment, name of client(s), value of assignment, date & year of award etc. In case of contract(s) under execution as on the date of bid submission, the value of the work(s) executed as on the last date of Bid Submission will be considered.

"Successfully completed" in the above clauses shall mean that the Software, if part of the contract being furnished as the bidder's experience, should have been cleared for implementation/ commissioning or "go-live" by the respective client(s), with the post software-deployment services such as manpower support or O&M support either being active or having been completed as on the bid submission deadline. This interpretation will also apply to the technical evaluation of the bids.

1.2.4 The bidder shall be a currently valid Authorised Gold or higher Partner of SAP (OEM of SAP ERP Application/Product) in India and shall have held such status continuously for at least one year as on the bid submission date. A valid Manufacturer's Authorisation Form (MAF) from SAP shall be submitted along with the technical bid.

1.2.5 The Bidder should have an office of their own in Delhi/NCR. A self-certification on the letterhead of the Bidder (duly stamped and signed), indicating the address, supported by an Electricity Bill/ Telephone Bill/ Lease Deed/ GST Certificate, is to be submitted along with the bid.

1.2.6 The bidder shall have a minimum of two hundreds full-time resources on its payroll in India with experience in the SAP ERP Application, as on the date of submission of the bid. The bidder shall submit a self-certification in the prescribed format (as per Form 10.7 – Resource Strength) on the letterhead of the bidding company, duly signed and sealed by the authorised signatory.

1.2.7 The bidder shall possess a valid ISO 27001 certification and a valid CMMI Maturity Level 3 or higher appraisal as of the date of bid submission. Copies of the relevant certificates/appraisal results shall be submitted along with the bid. The ISO 27001 certification shall be issued by a Certification Body accredited by a recognised National Accreditation Body. The authenticity and validity of the ISO 27001 certification shall be verified through the official verification mechanism of the issuing Certification Body. The CMMI appraisal shall be verified through the official CMMI Published Appraisal Results System (PARS) at https://cmmiinstitute.com/pars.

1.2.8 The bidder shall engage a MeitY empanelled Cloud Service Provider (CSP) under Government Community Cloud (GCC) in line with the requirements mentioned in the scope of work and submit the following documents during the bid submission:

i. Cloud service provider must have a positive net worth in the last three financial years. CA certificate to be submitted along with the bid.
ii. The CSP should not be debarred or blacklisted by SECI/ Ministry of New & Renewable Energy (MNRE) or any other Government body for future bidding due to “poor performance” or “corrupt and fraudulent practices” or any other reason in the past.
iii. CSP should be in cloud services business for last seven (07) years. Necessary proof of document should be submitted along with the bid.

1.3 FINANCIAL ELIGIBILITY CONDITIONS

1.3.1 The Minimum Average Annual Turnover (MAAT) of the Bidder in the last three financial should be **INR 8,95,67,000.00 (Indian Rupees Eight Crores Ninety-Five Lakhs Sixty-Seven Thousand only).** *MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. A summarized sheet of* *average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.*

1.3.2 The net worth for the last financial year should be positive. “Net Worth” of the Bidder shall be calculated as per the Section 2(57) of Companies Act, 2013.

1.3.3 The bidder should have a minimum Working Capital of **INR 2,29,65,000.00 Crores (Indian Rupees Two Crores Twenty-Nine Lakhs Sixty-Five Thousand only)** as per the last audited financial statement. If the bidder’s working capital is inadequate, the bidder should supplement this with a letter from the bidder’s bank, having net worth not less than INR 500 Crores, confirming availability of the line of credit for more than or equal **INR 2,29,65,000.00 Crores (Indian Rupees Two Crores Twenty-Nine Lakhs Sixty-Five Thousand only)** to meet the working Capital requirement.

1.3.4 The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net Worth for the purpose of verification.

1.3.5 Other income (as per the Companies Act, 2013 including amendment/ clarifications), shall not be considered for arriving at annual turnover.

1.3.6 Bidders shall furnish documentary evidence as per the prescribed format (online as well as offline), duly certified by the Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of their financial eligibility.

The Bidder shall furnish the following documentary evidence along with the Bid in support of meeting of above-mentioned Financial Eligibility Criteria:

(i) “Details of Financial capability of Bidder” as per format supplied I the tender document duly signed and stamped by a Chartered Accountant (format attached).

(ii) Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial Eligibility Criteria. In case of tenders 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 bidder 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, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.

(iii) MAAT in Financial QR: The Bidder or its Affiliate (at least any one of them) must submit annual financial audited statements for previous 3 financial years.

In case of MAAT, the following illustration may be considered for calculation purpose:

Illustration: If a Bidder A uses the credential of an affiliate B, X and Y are the values of Annual Turnover for A and B respectively then the MAAT will be calculated as follows:

Scenario	*Description*	*MAAT calculation*
1	*In case both Bidder A and Affiliate B have annual financial audited statements for previous 3 financial years.*	*MAAT of A*= $(X_1+X_2+X_3)/3$ *MAAT of B*= $(Y_1+Y_2+Y_3)/3$ *MAAT of the bidder= (MAAT of A + MAAT of B)*
2	*In case Bidder A has annual financial audited statements for previous 2 financial years and Affiliate B has annual financial audited statements for previous 3 financial years*	*MAAT of A*= $(X_1+X_2)/3$ *MAAT of B*= $(Y_1+Y_2+Y_3)/3$ *MAAT of the bidder= (MAAT of A + MAAT of B)*

(iv) Format for Financial Requirements as per format supplied in the tender document along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder (or its affiliates).

(v) The Bidder, including any Member of a JV/Consortium, may seek qualification on the basis of financial capability of either its Parent, Holding, Subsidiary or Affiliate for the purpose of meeting the qualification requirements. However, financial qualification will be determined on aggregate basis by adding the financial capability of the bidder with its Parent/affiliates/Holding/Subsidiary, whose financials have been submitted by the bidder. Further, it is clarified that bidder is allowed to use financial capability of more than 1 Affiliate for meeting the qualification requirement.

(vi) In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial years as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

(vii) For the purposes of meeting financial requirements, consolidated/ unconsolidated audited annual accounts of the bidding company shall be used. However, in case the bidding Company is seeking qualification on the basis of the financial capability of its Affiliates, then only the unconsolidated audited Annual Accounts of the Bidder and Affiliate(s) shall be used.

(viii) A Company/Consortium would be required to submit annual audited accounts for the previous three financial years, along with Net Worth, Annual Turnover and Working Capital from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the previous three respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/are located.

(ix) In case the bidder uses the technical and financial capability of Parent, Holding, Subsidiary or Affiliate then the Bidder shall be required to

submit Board Resolutions from the respective Parent, Holding, Subsidiary or Affiliate, undertaking to submit Bank Guarantees/POI/Insurance Surety Bond towards CPS in case the Bidder fail to do so in accordance with the tender.

SECTION VI

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CONTENTS

[A] DEFINITIONS

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

1 DEFINITION & ABBREVIATIONS

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

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

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

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

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

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

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

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

1.6 **BIDDER** means Bidding Company/ Expert submitting the Bid. Any reference to the Bidder includes Bidding Company/ Experts including its successors, executors and permitted assigns as the context may require.

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

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

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

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

1.11 **CONTRACTOR/ SUCCESSFUL BIDDER** means the person or the persons, firm or Company or corporation whose tender has been accepted by the Owner and includes the Contractor's legal representatives his/ her successors and permitted assigns.

1.12 **CONTROLLING OFFICER** means the authorized Controlling Person/body of the contract from Human Resource HR&ADMIN Department of designation not below the rank of General manager or as suitably appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.

1.13 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

1.14 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender.

1.15 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by Solar Energy Corporation of India Limited/ Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.

1.16 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Allocation from which the Time for Completion shall be determined.

1.17 **FINANCIAL BID/PRICE BID** means the price quotation submitted by the Service Provider for the complete Limited Tender scope of work as per the format provided under Schedule of Rates (SOR).

1.18 **NOTICE IN WRITING OR WRITTEN NOTICE** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

1.19 **NOTIFICATION** means the official notice issued vide Letter/ E-mail by the owner notifying the Contractor that his bid has been accepted.

1.20 **OFFICER IN CHARGE** means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.

1.21 **OWNER** means here in the context of this Tender Document as Solar Energy Corporation of India Limited, New Delhi shall include the legal successors or permitted assigns of the Owner.

1.22 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.

1.23 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.

TENDER means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.

1.24 **WEEK** means a period of any consecutive seven days.

1.25 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.

[B] GENERAL INFORMATION

2 INTERPRETATIONS

2.1 Words comprising the singular shall include the plural & vice versa

2.2 An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

2.3 A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

2.4 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.

2.5 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.

3 APPLICATION

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

4 BID LANGUAGE

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

[C] GENERAL OBLIGATIONS

5 CONTRACT LIABILITY

Contractors' liability towards indemnity

The successful Bidder shall submit an indemnity bond, indemnifying SECI from the following, on a stamp paper of Rs. 100 duly signed by the authorized signatory within 30 working days from the date of Contract Agreement, and before commencement of work:

(i) All claims, demands, actions, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned to or may occasion to the Bidder as a result of nonpayment of any statutory dues levied/Taxes e.g. leviable on the Bidder or the Bidder committing breach of any of the rules, regulations, orders, directives, instructions that may be issued by any authority under the Central Government/State Govt. or any statute or law for the time being in force.

(ii) Any damages, loss, death or expenses due to or resulting from any negligence or breach of duty on his/his employee/representative part.

6 NON-DISCLOSURE

The successful Bidder shall safeguard and keep the Confidential Information of SECI in confidence. The Bidder shall not, without the prior written consent of the owner (SECI), disclose Confidential Information to any person or entity except to Bidder's employees, officers and directors who have a need to know such Confidential Information for the Purpose and who are bound by the confidentiality obligations. The successful Bidder shall ensure that each of such employees, officers and directors are made aware of the nature of the confidential information and shall at all times remain liable for the wrongful disclosure by such persons. Further, the Bidder shall ensure not to disclose the Confidential Information to its affiliates, Holding Company/ Parents as well as Group Companies.

7 SUCCCESSFUL BIDDER INTEGRITY

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

8 DEFAULT IN CONTRACTS OBLIGATION

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

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

- if the Successful Bidder fails to deliver any or all of the Work as required by SECI or
- if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract or
- If the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

9 FORCE MAJEURE

9.1 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:

- Act of God, including, but not limited to lightning, fire not caused by Suppliers' negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon, tornado, pandemic and quarantine. {Only if it is declared / notified by the competent state / central authority / agency (as applicable)},
- 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.
- Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above. Force Majeure Exclusions

9.2 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.

9.3 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 contractor will furnish a detailed Contingency Plan to overcome the effects of the incident after cessation of the effect of Force Majeure.

9.4 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.

9.5 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.

9.6 If supply is 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.

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

9.8 To the extent not prevented by force majeure event, the affected party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

10 RISK PURCHASE CLAUSE

In case the contractor 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 Contract Agreement with due liquidated damages (if applicable) for late delivery.

or

b) Engage any other contractor, parallel to existing contractor, to complete part of the balance order at the risk and cost of the existing contractor.

or

c) Cancel the Contract Agreement and get the balance work done from third party at the risk and cost of the existing contractor.

[D] APPLICABLE LAW AND SETTLEMENT OF DISPUTES

11 Mutual Consultation

If any dispute of any kind whatsoever shall arise between the owner and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Arbitration / other remedies available under the applicable laws.

12 Arbitration

a. Settlement of Dispute

i. If any dispute or difference or claim occurs between the Owner and the Contractor 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.

b. In Case the Contractor Is a Public Sector Enterprise or A Government Department.

i. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Governmental Departments/ Organizations (other than those related to taxation matters), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE (GM)FTS-1835 dated 22-05-2018, 04.07.2018 and 11.07.2018; and DPE-GM-056i0003/2019-FTSA-10937 dated 20.02.2020 and as amended from time to time.

c. In All Other Cases

i. 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.

ii. The owner and the Contractor 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.

iii. 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.

iv. 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).

v. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996 and the rules made thereunder and for the time being in force.

vi. The venue or arbitration shall be New Delhi.

vii. The award of the arbitrator shall be final and binding on the parties to this contract.

viii. 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.

ix. The Arbitrator(s) shall give reasoned award.

x. Notwithstanding any reference to the Arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

xi. Cost of arbitration shall be equally shared between the Owner and the Contractor.

xii. 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.

xiii. 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.

xiv. The language of the proceedings will be in English.

xv. This Arbitration Clause shall continue to survive termination, completion, or closure of the Main contract for 120 days thereafter.

13. BREACH OF CONTRACT, REMEDIES AND TERMINATION

13.1 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.

13.2 Cancellation of Contract for Default

Without prejudice to any other remedy for breach of contract, such as removal from the list of enlisted contractor, by written notice of default sent to the Contractor, the contract may be terminated in whole or in part, if the contractor has:

i) has seriously or repeatedly breached the contract, including

a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted;

b) failure to obey instructions in relation to his progress or defective work, material or plant;

c) breach of the prohibition against sub-contracting

d) Failure to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the work programme;

e) Substantial suspension of work for more than the specified days without authority from the engineer and failure to proceed with the work within the specified days of receipt of notice from the engineer

f) Failure to comply with the requirements regarding JVs

ii) committed fraud

iii) If the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.

iv) If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:

a) Forfeiture of the performance security;

a) Upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works himself or with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as he/ they think proper. In small value contracts, instead of Risk Purchase, a fixed percentage recovery may be provided in the SBD; and

b) However, the contractor shall continue to fulfil the contract to the extent not terminated. Before cancelling the contract and taking further action, it may be desirable to obtain legal advice.

13.3 Termination of Contract for Insolvency

If the contractor 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 contract may be terminated, by giving a written notice to the contractor, without compensation to the contractor, 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.

13.4 Termination of Contract for Procuring Entity’s Failure or 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 contractor 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 to become effective. This is not Procuring Entity's legal right– the contractor has to be persuaded to acquiesce. Depending on the merits of the case, the contractor 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 tender 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.

14. CHANGE IN LAW/GST AND IMPOSITION OF NEW TAXES & DUTIES AS SPECIFIED UNDER THE TENDER DOCUMENT

a. During the course of evaluation, prior or post award of contract, it may happen that the rate of GST changes or new taxes or duties are introduced by the Government, then treatment of same will be done in accordance with the "Change in Law" provisions as mentioned under the tender document, with due consideration on:

b. The analysis shall be kept limited to the items for which taxes and duties are payable/ reimbursable to the Contractor in line with the provisions of the Bidding Documents.

c. The price evaluation for the arrival of Lowest (L1) qualified bidder & accordingly the recommendation of award will be based on the lowest total price inclusive of Basic price & GST as quoted by the bidder. The GST/any other tax (if applicable) will be reimbursed to the bidder during project execution billing as per the provisions of the tender document.

15. POST TENDER NEGOTIATIONS

There shall normally be no post-tender negotiations. Negotiations shall be carried out only in special circumstances and that too with L-1 bidder 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 bidder (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 tendered originally or whose tender 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-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process. The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender 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 tender or ordering negotiations or calling for a re-tender and a definite timeframe should be indicated.

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

However, any counteroffer 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 bidder 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 tenderer 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 tenderers at the end of the negotiations. The revised bids so obtained should be read out to the tenderers 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 bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be considered. In case a bidder does not submit the revised bid, its original bid shall be considered.

16. ISSUES ON ANNULMENT OF BIDDING PROCESS, SNAP BIDDING/ RE-TENDERING

16.1 Bidding document shall contain a provision that 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 bidder or bidders or any obligation to inform the affected bidder or bidders 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 (NA).

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 Tender 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 responsive bids are available, the aim should be to finalise the tender by taking mitigating measures even in the conditions described below. If it is decided to rebid the tender, the justification should balance the perceived risks in finalisation of tender (marginally higher rates) against the certainty of resultant delays, cost escalations, loss of transparency in re-invited tender. After such decision, all participating bidders would be informed and bids if not opened would not be opened and in case of manual tenders be returned unopened:

c) 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 tenders 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 Bidders.

e) the Bids'/Proposals' prices are substantially higher than the updated cost estimate or available budget;

f) If the bidder, 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-tender 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 bidders 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.

Approval for re-tendering should be accorded by the CA after recording the reasons/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 bidders that participated in the procurement process. Before retendering, 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.

16.2 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 bidders 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.

16.3 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 tender committee through Contracts, Indenting and Finance Depts., for the approval of the Competent Authority.

16.4 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.

16.5 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.

16.6 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.

16.7 Notwithstanding anything mentioned in the RfS/bid documents, in case of annulment/cancellation of bids subsequent to the last date of bid submission, all the opened/unopened bids submitted by the bidders in response to the said tender shall be returned by SECI, including the amounts submitted against EMD and bid processing fee (without interest). In case of a tender comprising both offline and online bid submission, in the event a bidder submits the offline bid but fails to submit the online bid within the bid submission deadline, the EMD shall be returned to the respective bidder.
Further, in the event of rebidding of an annulled / cancelled bid, being conducted by SECI, the bidders 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.

17. ISSUES ON ELIGIBILITY/INELIGIBILITY OF FIRMS FOR PARTICIPATION IN THE BIDDING PROCESS

a. In case a bidder fails to honour its bids, after emerging as successful bidder in two or more cases within a period of one year, bids from such bidder 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.

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

18. DEBRIEFING

i. Under Single Stage Two Envelope Bidding, all the bidders 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.

ii. Under Single Stage Single Envelope Bidding, all the bidders 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.

iii. Under Two Stage Bidding, all the bidders 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.

19. GRIEVANCE REDRESSAL MECHANISM / COMPLAINT HANDLING SYSTEM

19.1 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.

19.2 The authority to which the grievances are to addressed shall be the same under whose name the Invitation for bids/TENDER has been issued.

19.3 If the grievance is against the decision, action or omission of an executive(s) including Tender 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.

19.4 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).

19.5 The Committee shall examine and deliberate the merits of the bidder's complaint and the decision shall be communicated in writing to the concerned bidder 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.

19.6 During procurement process prior to award of contract, the review shall be done for grievances of only those bidders who have participated in the procurement proceedings.

19.7 During the grievance redressal, information which impair the fair competition or is prejudicial to the legitimate commercial interests of one or more participating bidders shall not be disclosed.

19.8 The request for review on the following matters shall not be entertained:

(a) Determination of need of procurement;

(b) Provisions limiting participation of bidders in the procurement process

(c) The decision to enter into negotiations;

(d) Cancellation of a procurement process;

(e) Applicability of provisions of confidentiality

20. ISSUES ON QUALIFICATION REQUIREMENTS

1. For bidders having existence of less than three financial years (i.e. 36 months), suitable qualifying parameters will be ascertained & finalized

by the Qualifying requirement (QR) committee with the due approval of Competent Authority.

(ii) In those instances wherein a bidder is not able to submit the requisite documents certified / issued by the authority (ies) as envisaged in the bidding documents viz. Audited Financial Statement, due to inapplicability of the same as per the local governing law, the compliance may be ascertained based on documents which are authentic and prevailing as per the country specific regulations.

(iii) In case of any conflict/deviation between the RfS/TENDER and SECI Procurement Policy (SPP), the contents of RfS/TENDER will prevail.

21. JURISDICTION

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

SECTION VII

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding Clause number(s) of the GCC is/are indicated in parentheses.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
1.	Definitions (GCC clause 1)	**The Owner / Employer is:** **Solar Energy Corporation of India Limited,** 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India Kind Attn.: ED (C&P) / DGM (C&P) Telephone Nos.: - 0091-(0)11-24666200/ 24666366 E-mail: - umesh.patidar@seci.co.in
2.	Payment terms (GCC Clause 22)	**Add following to the existing GCC clauses:** 22.1 The successful bidder shall submit invoices upon completion of the defined deliverables and frequency of services, as specified in the relevant sections of the contract. 22.2 Payments against the submitted invoices shall be made by SECI within thirty (30) days from the date of submission of a valid invoice, subject to acceptance of deliverables by SECI. 22.3 Payment of invoices shall be subject to deduction of Liquidated Damages (LD) or penalties, if any,

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		as per the Service Level Agreement (SLA) defined in the contract. 22.4 All payments shall be made in Indian Rupees (INR) through electronic transfer to the bank account of the successful bidder. 22.5 Applicable statutory deductions, including Tax Deducted at Source (TDS) and other taxes as per prevailing laws, shall be deducted at source. 22.6 If any excess payment is found to have been made by SECI, the same shall be recoverable from the successful bidder by adjustment against future payments or by other appropriate means, after due intimation to the successful bidder. 22.7 No invoice for any extra work or change order shall be submitted by the Supplier unless such extra work or change order has been authorized and approved in writing by SECI. 22.8 In case of SLA non-compliance, SECI reserves the right to impose penalties or withhold a proportionate amount of the quarterly payment as per the agreed SLA penalty framework. 22.9 All payments will be processed after acceptance of the required deliverables for relevant period and/or section. 22.10 Pro-Rata Payment (if applicable) - If the support period for any component commences or concludes part-way through a month, the payment for that month shall be made on a pro-rata basis corresponding to the actual duration of services provided and accepted. **22.11 Payment Structure:** Payment under this contract shall be linked to the successful completion of deliverables and compliance with performance

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		metrics defined in the Service Level Agreement (SLA) under the Scope of Work section of the tender document.

Sl.No.	Milestone / Component	Payment Percentage	Deliverables
Section A			
1	System Takeover, Transition & Knowledge Acquisition	100%	On completion of specified deliverables
Section B			
2	M.1 (Project Mobilization & Team Deployment) & M.2 (Requirement Validation & Design Finalization)	15% of total cost of Section B	On completion of specified deliverables
3	M.3 (ERP Enhancement, Upgrade & Integration)	25% of total cost of Section B	On completion of specified deliverables
4	M.4 (Testing & User Acceptance)	15% of total cost of Section B	On completion of specified deliverables
5	M.5 (Cybersecurity Audit & Compliance) & M.6 (ERP 2.0	30% of total cost of Section B	On completion of specified deliverables

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		(continued payment schedule below)

	Go-Live & Documentation)		
6	M.7 (Hypercare & Stabilization)	15% of total cost of Section B	On completion of specified deliverables
Section C			
7	ATS for existing licenses	100% at the beginning of ATS year	Annual Advance on completion of specified deliverables
Section D			
8	Cloud Infrastructure Setup	100% of D.1	On completion of specified deliverables
9	Cloud Infrastructure & Managed Services (Including DC/DR Setup)	25% per annual price	Quarterly on completion of specified deliverables
Section E			
10	ERP Operations & Maintenance and Resource Deployment (O&M)	25% per annual price	Quarterly on completion of specified deliverables

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
3.	Liquidated Damages (GCC Clause 23)	<u>**Add following to the existing GCC clauses:**</u> 23.1 The timely delivery of services is the essence of the contract.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		23.2 Liquidated Damages shall apply for delays attributable to the Service Provider in completing the one-time milestones/deliverables under the below-mentioned sections: • System Takeover, Transition and Knowledge Acquisition (Section A) • ERP Enhancements, Upgrade and Functional Expansion (Section B) • Cloud Infrastructure & Managed Services (Section D – one-time activities) 23.3 Subject to Force Majeure Clause & delay attributable to SECI, if the successful bidder fails to comply with the completion time to achieve the milestones specified in the above mentioned sections of the contract, Liquidated Damages shall be levied at the rate of 0.5% of the respective section/component cost per week of delay, subject to a maximum of 5% of the respective section/component value. 23.4 If the delay exceeds eight (8) weeks, SECI reserves the right to take appropriate contractual action including termination of the contract or invocation of the Performance Bank Guarantee.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
4.	Periodic Review of Contract (GCC clause 24)	**<u>Add following to the existing GCC clauses:</u>** 24. The Controlling Officer / IT Department reserves the discretion to conduct a periodic review of the performance of the Contract (Preferably 6 monthly) for the services being rendered by the Contractor. Suitable improvement areas, suggestions as suggested by the Controlling Officer / IT Department will be incorporated/improved upon by the contractor accordingly. Controlling Officer / IT Department will also maintain such review record for any future references. SECI reserves the right to terminate the contract in line with the mentioned termination clause, in case the feedback of the Contractor, its services or the discipline so expected is not found satisfactory during the performance of the contract.

SECTION VIII

FORMS & FORMATS

LIST OF FORMS & FORMAT	
Format No.	**Description**
Format-I	COVERING LETTER
Format-II	GENERAL PARTICULARS OF THE BIDDER
Format-III	FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY
Format-IV	FORMAT FOR EARNEST MONEY DEPOSIT
Format-V	FINANCIAL PROPOSAL
Format-VI	FORMAT FOR CA CERTIFICATE FOR FINANCIAL CAPABILITY OF BIDDER
Format-VII	"NO DEVIATION" CONFIRMATION
Format-VIII	E-BANKING MANDATE FORM
Format-IX	FORMAT FOR BOARD RESOLUTIONS
Format-X	FORMAT FOR POWER OF ATTORNEY
Format-XI	DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.
Format-XII	PAYMENT ORDER INSTRUMENT - FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY
Format-XIII	PAYMENT ORDER INSTRUMENT - FORMAT FOR EARNEST MONEY DEPOSIT
Format-XIV	SURETY BOND - FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY
Format-XV	SURETY BOND - FORMAT FOR EARNEST MONEY DEPOSIT

Format-I

Covering Letter

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

Date: ______________________

Reference No: ______________________

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

Tel.#:

Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower- 2
East Kidwai Nagar, New Delhi- 110023

Sub: Response to Bid Document-------------dated ----- for Bid document for ………………………………………………… at SECI.

Dear Sir,

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

1. We give our unconditional acceptance to the Bid Document, dated ……………..…. *[Insert date in dd/mm/yyyy]*, issued by SECI. In token of our

acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document.

2. 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 tender

3. Earnest Money Deposit
We have enclosed an Earnest Money Deposit of INR………. (Insert Amount), in the form of 'Demand Draft' or 'Banker's Cheque' or NEFT or bank guarantee no………. (Insert reference of the bank guarantee) dated………… (Insert date of bank guarantee) as per Format-IV from …………. (Insert name of Bank providing BG) and valid up to and including …………. in terms of Clause …… of this tender.

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

5. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the bid Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

6. 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 Bid Document, in the event of our selection as Successful Bidder.

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

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

9. The information submitted in our response to the Bid 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 Bid Document.

10. 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.

11. 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 limited tender or as per the published bid document.

12. 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: ……………………………………

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

Dated the __________ day of __________ , 20…
Thanking you,
Yours faithfully,
(Name, Designation and Signature of Authorized Person)

Format-II

GENERAL PARTICULARS OF THE BIDDER

Name of the Consulting Bidder/Firm (Bidder)	
Registered Office Address	
Address of the Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the Bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Bank Details (Name, Account No, IFSC Code)	
PAN No	
Whether the Bidder/company is having any conflict of interest from participating in the proposed empanelment	**Yes** **No**
GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

Format-III

FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY

(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*] .

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 ___________[*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 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.

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 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 provide

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 an Indian branch of a Scheduled Commercial Bank listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of Bank Guarantee .**

Format-IV

FORMAT FOR EARNEST MONEY DEPOSIT

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

Ref.____________

Bank Guarantee No._____________

Date:______________

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

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

Our liability under this Guarantee is restricted to Rs.___________ (Rs. ________________________ only). Our Guarantee shall remain in force until

________________ *[insert date of validity in accordance with NIT]*. SECI shall be entitled to invoke this Guarantee till _____ [*Insert date which is 30 days after the date in the preceding sentence*].

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ------------- [*Insert name of the Bidder*] and/or any other person.

The Guarantor Bank shall not require SECI to justify the invocation of this 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.

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

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

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

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

Signature ____________________

Name___________________

Power of Attorney No._______________

For

______[Insert Name of the Bank]__

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Bank Contact Details & E Mail ID is to be provided

Format-V

FINANCIAL PROPOSAL
(On Bidder's letter head)

Bid/NIT .No. _________ Date: ___________

From: ____________ *(Insert name and address of Company/Vendor/Bidder)*
____
____
Tel.#:
Fax#:
E-mail address#

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower- 2
East Kidwai Nagar, New Delhi- 110023

Sub: Response to Bid/NIT no. ___________ dated ______ for: ______________________.

Dear Sir/ Madam,

I/ We, _______________________ (*Insert Name of the Company/Vendor/Bidder*) enclose herewith the Financial Proposal for selection of my/our firm/Vendor/Bidder for__________.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to this document.

Dated the_____________day of________, 20….

Thanking you,
We remain,
Yours faithfully

Name
Designation

Seal and Signature of Authorized Person

Format-VI

FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of JV/Consortium)

Ref. No. _________
Date: ___________

From: _____________ *(Insert name and address of Bidding Company/ Lead Member of JV/Consortium*)
____
____
Tel.#:
E-mail address

To
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to Tender No. ________________ dated _______ for _____________.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding JV/Consortium is meeting the financial eligibility requirements as per the provisions of the tender. Accordingly, the Bidder is fulfilling the Minimum Average Annual Turnover (MAAT) criteria, by demonstrating a MAAT of Rs.………….. Cr. (………………… in words) in the last three financial years.

This MAAT has been calculated in accordance with instructions provided in Qualifying Requirement section of the tender document.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the MAAT as per following details:

Name of Bidding Company	**Name of entity whose MAAT is to be considered**	**Relationship with Bidding Company***	**Last three Financial Year**	**Annual Turnover (in INR)**
Company 1	**Self**	**Self**	FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (Self)				
In case of Parent/ Holding/ Subsidiary/ Affiliate			FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (Affiliate)				
Minimum Average Annual Turnover (Combined)				

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of either Parent/ Holding/ Subsidiary/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a Practicing Company Secretary/ Chartered Accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding JV/Consortium
(To be filled by each Member in a Bidding JV/Consortium separately)

Name of Member: [*Insert name of the Member*]
For the above calculations, we have considered the MAAT as per following details:

Name of Bidding Company	Name of entity whose MAAT is to be considered	Relationship with Bidding Company*	Last three Financial Year	Annual Turnover (in INR)
Company 1	Self	Self	FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (Self)				
In case of Parent/ Holding/ Subsidiary/ affiliate			FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (affiliate)				
Minimum Average Annual Turnover of Company 1				
Company 2			FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (Self)				
In case of Parent/ Holding/ Subsidiary/ affiliate			FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (affiliate)				
Minimum Average Annual Turnover of Company 2				

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of either Parent/ Holding/ Subsidiary/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a Practicing Company Secretary/ Chartered Accountant is required to be attached with the format.*

Further, we certify that the Bidding Company/ Member in the Bidding JV/Consortium, is fulfilling the Net-Worth Criteria, by demonstrating a Net-Worth of INR _________ (________in words) as on the end of Financial Year 2024-25.

For the above calculations, we have considered the Net-worth as per following details:

Name of Bidding Company/ Member of JV/Consortium*	**Net-Worth (in INR)**
Self	
In case of Parent/ Holding/ Subsidiary/ affiliate	

**In case of Consortium, the Net Worth of each member of JV/consortium shall be written separately.*

Further, we certify that the Bidding Company/Member in the Bidding JV/Consortium is fulfilling the minimum Working Capital criteria as mentioned in the RfP, by demonstrating a Working Capital of INR __________(in words) as on the end of Financial Year 2024-25.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Working Capital as per following details:

Name of Bidding Company	**Name of entity whose Working Capital is to be considered**	**Relationship with Bidding Company***	**Working Capital (in INR)**
Company 1	Self	Self	
In case of Parent/ Holding/ Subsidiary/ affiliate			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of either Parent/ Holding/ Subsidiary/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to* *establish the relationship, duly certified by a Practicing Company Secretary/ Chartered Accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding JV/Consortium
(To be filled by each Member in a Bidding JV/Consortium separately)

Name of Member: [*Insert name of the Member*]

For the above calculations, we have considered Working Capital as per following details:

Name of Consortium Member Company	**Name of entity whose Working Capital is to be considered**	**Relationship with Bidding Company* (if any)**	**Working Capital (in INR)**
Company 1	Self	Self	
In case of Parent/ Holding/ Subsidiary/ affiliate			
Company 2	Self	Self	
In case of Parent/ Holding/ Subsidiary/ affiliate			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of either Parent/ Holding/ Subsidiary/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a Practicing Company Secretary/ Chartered Accountant is required to be attached with the format.*

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)
Name of CA:

Membership No.

Regn. No. of the CA's Firm:
UDIN:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth, Minimum Average Annual Turnover and Working Capital duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

(iii) In case of the Bidder choosing to meet the Working Capital criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to the tender.

Format-VII

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY COPRORATION OF INDIA LIMITED

____

SUB:
DOCUMENT NO:

Dear Sir,

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

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

FORMAT - VII

E-Banking Mandate Form

(To be issued on Bidder letter head)

1. Vendor/Vendor/Bidder/customer Name :

2. Vendor/Vendor/Bidder/customer Code:

3. Vendor/Vendor/Bidder /customer Address:

4. Vendor/Vendor/Bidder/customer e-mail id:

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

I/We hereby authorize 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 SECI responsible.

(Signature of Vendor/ Vendor/ Bidder/ customer)

Format-IX

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 the "__________________________" including signing and submission of all documents and providing information/ response to bid 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)

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 follow the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Format-X

POWER OF ATTORNEY

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

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

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

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

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

Signed by the within named

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

through the hand of Mr. …………………………………………………duly authorized by the Board to issue such Power of Attorney

Dated this ………………………………… day of …………………

Accepted ………………………………………………..

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

…………………………………………………

(Signature of the executant)

(Name, designation and address of the executant)

………………………………………………

Signature and stamp of Notary of the place of execution

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

WITNESS

1. **…………………………………………………………..**
(Signature)
Name…………………………………………………
Designation ………………………………………

2. **………………………………………………………….**
(Signature)
Name…………………………………………………
Designation ………………………………………

Notes:

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

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Rupees Five crores, should be the Managing Director

/ whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

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

Format-XI

DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.

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

To,

M/s SOLAR ENERGY COPRORATION OF INDIA LIMITED

____

Bid No:
Date:

Sub: Bid for "____".

Dear Sir / Madam,

We hereby confirm that, we or any of our allied agency (ies) have not been on any banning list in current or past by Owner or any Public Sector or MNRE on account of "poor performance" or "corrupt and fraudulent practices" or any other reason, as on the last date of bid submission.

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

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:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

Format XII

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU OF PBG)

No. Date

SECI,

Registered

__________,

____

Reg: M/s ________________(insert name of the Supplier) (Tender No. __________(insert project ID issued by SECI) – Issuance of Payment on Order Instrument for an amount of Rs._____________

Dear Sir,

1. It is to be noted that M/s ____________ (insert name of the POI issuing Agency) **('REC/PFC')** has sanctioned a non-fund based limit loan of Rs. ___________ (Rupees____________only) to M/s _________________ under the Loan Agreement executed on ___________ to execute Renewable Energy Projects.

2. At the request of M/s ________________, on behalf of ________________ (insert name of the Supplier), this Payment on Order Instrument (POI) for an amount of Rs. _____________ (Rupees_________ (in words)). This Payment on Order Instrument comes into force immediately.

3. In consideration of the ______ [Insert name of the Supplier] (hereinafter referred to as successful Supplier) submitting the response to tender document for ________________ in response to the Tender No. ____________ dated ___________ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of ………[insert the name of the successful supplier] (which expression shall unless repugnant to the context or meaning thereof include its executers,

administrators, successors and assignees) and issuing Letter of Award No ______ to (Insert Name of successful supplier) as per terms of Tender and the same having been accepted by the selected successful supplier for execution of supply [from successful supplier, M/s _____]. As per the terms of the Tender, the _______________ [insert name & address of PFC/REC] 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 authorized by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only, on behalf of M/s __________ [Insert name of the successful supplier].

4. In consideration of the above facts, REC/PFC, having its registered office at _________________, agrees to make payment for the sum of Rs. __________ lakhs (in words……………………………) to SECI on the following conditions:-

(a) REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;

(b) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;

(c) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

(d) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc;

(e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

(f) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the successful supplier, to make any claim against or any demand against the successful supplier or to give any notice to the successful supplier;

(g) The POI shall be the primary obligation of REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the successful supplier;

(h) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto________________ and REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs………………………..and REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated. SECI shall be entitled to invoke this POI till _________ [Insert a date which is at least 30 days beyond the expiry of the validity period].

6. In pursuance of the above, REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter

of undertaking by REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,
Yours
faithfully
For and on behalf of
M/s.
____
(Name of the POI
issuing agency).

(
)
General Manager (TS)
Copy to:-
M/s. __PP_________________
____
_______________________ As per their request
(
)
General
Manager (TS)

Format XIII

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU OF BG TOWARDS EMD)

No. Date

SECI, **Registered**

__________,

____

Reg: M/s ________________(insert name of the Supplier) – Issuance of Payment on Order Instrument for an amount of Rs.____________

Dear Sir,

1. It is to be noted that M/s ____________ (*insert name of the POI issuing Agency*) **('REC/PFC')** has sanctioned a non-fund based limit loan of Rs. ___________ (Rupees ____________ only) to M/s _________________ under the Loan Agreement executed on ___________ to execute Renewable Energy Projects.

2. At the request of M/s ________________, on behalf of ________________ (insert name of the Supplier), this Payment on Order Instrument (POI) for an amount of Rs. _____________ (Rupees_________(in words)). This Payment on Order Instrument comes into force immediately.

3. In consideration of the ___________________________________ [*Insert name of the Supplier*] (hereinafter referred to as 'Supplier') submitting the response to tender document for ________________ in response to the Tender No. ____________ dated ___________ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of ....[*Insert the name of the Supplier*] as per the terms of the Tender, the _______________ [*Insert name & address of PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI*] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees ________________ [*Insert EMD amount as per the package capacity quoted*

in line with the tender document], only, on behalf of M/s ________________________ [*Insert name of the Supplier*].

4. In consideration of the above facts, REC/PFC, having its registered office at _________________, agrees to make payment for the sum of Rs. __________ lakhs (in words…………………………….) to SECI on the following conditions: -

   (a) REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;

   (b) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;

   (c) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

   (d) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc;

   (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

(f) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the supplier, to make any claim against or any demand against the supplier or to give any notice to the supplier;

(g) The POI shall be the primary obligation of REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the supplier;

(h) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto ________________ and REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. …………………….. and REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated. SECI shall be entitled to invoke this POI till _________ [Insert a date which is at least 30 days beyond the expiry of the validity period].

6. In pursuance of the above, REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of
M/s.

____

(Name of the POI issuing agency).

( )

General Manager (TS)

Copy to:-

M/s. __PP__________________

____

_________________________ As per their request

( )

General Manager (TS)

Format – XIV

Form of Insurance Surety Bond towards Performance Security

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:
Date:
To

{Owner's Name

and

Address}

Dear Sirs,

In consideration of the SECI (Hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s.................... [Supplier's Name]............................ with its Registered/Head Office at .... (Hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Owner's Purchase Order No................. dated. and the same having been unequivocally accepted by the Supplier, resulting into a Contract bearing No.............. dated ...., valued at .... for and the Supplier having agreed to provide a Contract Performance Guarantee for the faithful performanceof the entire Contract equivalent to ....(*)..........% (percent) of the said value of the **Contract to the Owner.**

We ....[Name & Address of the Insurer] .... having its Head Office at .... (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all amount payable by the Supplier to the extent of ....(*).................... as aforesaid at any time up to .... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the Owner on the Insurer shall be conclusive and binding notwithstanding any difference between the Owner and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Supplier for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Owner shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Supplier or any other course or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Owner may have in relation to the Supplier's liabilities.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer 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 Insurer, in order to make the said payment to SECI.

The Insurer 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 Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder. SECI shall be entitled to invoke this Bond till _________ [Insert a date which is at least 30 days beyond the expiry of the validity period].

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

The Insurer acknowledges that this Insurance Surety Bond 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 tender.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to ....(*)......................... and it shall remain in force upto and including ....(@)...................... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ....{Supplier's Name} on whose behalf this Insurance Surety Bond has been given.

Dated this .... day of .... 20................. at..

WITNESS :

1.	....
.	....
(Signature)	(Signature)
....	....
.	
(Name)	(Name)

....

....

.

(Official Address)

(Designation with

Insurer

Stamp) Authorised

Vide Power of

Attorney No.......................................

Date..

2. ....

(Signature)

....

(Name)

....

(Official Address)

Notes :

1. (*) This sum shall be five percent (05%) of the Contract Price.

I. 2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

3. The Owner shall be the Creditor, the Supplier shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, the Supplier is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Supplier is required to fill up this Form and enclose the same with the Insurance Surety Bond.

BANK GUARANTEE/INSURANCE SRETY BOND VERIFICATION CHECK LIST

(To be submitted with EMD and CPG)

1. Bank Guarantee/Insurance Surety Bond (ISB) No. & Date: ……………………………..

2. **Name of Issuing Bank/Branch/Insurance Agency :** ……………………………………………….

3. **Amount :** ……………………………………………..

4. **Nature of BG/ISB & No. of Pages :** ……………………………………………..

5. **Validity of BG/SIB :** ……………………………………………

6. Vendor Reference :

   Name

   ……………………………………………………………………………………………
   ……

   Address

   ……………………………………………………………………………………
   ………………

   Telephone

…………………………………………………………………………………
……..……….

Fax

Email …………………………………………………………………………….…
……………..

…………………………………………………………………………………
………………

7. Bank / Insurance Agency Reference

Name

…………………………………………………………………………………………
………

Address

…………………………………………………………………………
…………………

Telephone

…………………………………………………………………………………
…………….

Fax

…………………………………………………………………………………
…………….

Email

…………………………………………………………………………
………………

Sl. No.	***Details of Checks***	**Yes/No**
1.	Is the BG on Non-judicial stamp paper of appropriate value, as per StampAct?	
2.	Whether date, purpose of purchase of stamp paper and name of the Owner indicated on the back of stamp paper under the Signature of Stamp Vendor? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased eitherin the name of the executing Bank or Insurance Agency or the Supplier on whose behalf the BG has been issued. The Stamp Papers (other than e-stamp paper) should be duly signed by the stamp vendor).	
3.	In case the BGs from abroad, has the BG been executed on Letter Headof the Bank or Insurance Agency?	
4.	Has the executing officer of BG indicated his name, designation andPower of Attorney No. / Signing Power No. etc., on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stampof Bank or Insurance Agency is affixed thereon?	
6.	Whether the last page is signed with full particulars including twowitnesses under seal of Bank or Insurance Agency as required in the prescribed proforma?	
7.	Does the Bank Guarantee compare verbatim with the Proforma prescribedin the Bidding Documents?	
8.	Are the factual details such as NIT no. / Tender Enquiry no. / Bidding Documents No. / Specification No., Amount of BG, validity of BG correctly mentioned in the BG?	

9.	Whether overwriting / cutting, if any on the BG have been properlyauthenticated under signature & seal of executants?	
10.	Whether BG has been issued by a Bank or Insurance Agency in line with the provisions ofBidding Documents?	
11.	In case BG has been issued by a Bank or Insurance Agency other than those specified in BiddingDocument, is the BG confirmed by a Bank in India or Insurance Agency acceptable as per Bidding Document?	

Signature of Supplier…………………..
Name …………………………………..
Designation ……………………….
Seal

Format – XV

Form of Insurance Surety Bond towards EMD

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:
Date:

To

{Owner's Name

and

Address}

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. ***{Tender Reference No.},*** M/s ***{Supplier's Name}*** having its Registered/Head Office at ***{address}***(hereinafter called the 'Supplier') wish to participate in the said bid for ***{Tender Title}.***

As an irrevocable Insurance Surety Bond against Bid Security for an amount of ....(*)..................................... valid for ....days from ....(**) required to be submitted by the Supplier as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ***{Name of the Insurer}*** having our Head Office at ***{address of the Insurer}*** guarantee and undertake to pay immediately on demand by SECI (hereinafter called the 'Owner') the amount of ....(*).......... without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Supplier and/or any right/remedy available to thesupplier in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto............................(@) If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receivinginstructions from M/s ***{Supplier's Name}*** on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer 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 Insurer, in order to make the said payment to SECI.

The Insurer 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 Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder. SECI shall be entitled to invoke this

Bond till _________ [Insert a date which is at least 30 days beyond the expiry of the validity period].

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly SECI shall not be obliged before enforcing this Insurance Surety Bond 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.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this .... day of .... 20.......... at ....

....
(Signature)

....
(Name)

....
(Designation with Insurer Stamp)

Authorised Vide Power of Attorney PoA No........................

Date....................................

NOTE:

1. (*) The amount shall be as specified in the SPC.
(**) This shall be the last date of bid submission deadline.
(@) This date shall be thirty (30) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Owner shall be the Creditor, the Supplier shall be the Principal debtor and the Insurancecompany/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriatevalue as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or isto be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Suppliers are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Suppliers are required to fill up this Form andenclose the same with the Insurance Surety Bond.

FORM OF EXTENSION OF BANK GUARANTEE/INSURANCE SURETY BOND

(On Non-judicial stamp paper of same value on which original BG was executed)

Ref. No.: Date:

To,

Solar Energy Corporation of India Limited,

……………………………

……………………………..

……………………………

……………………………..

Dear Sirs,

Subject: Extension of Bank Guarantee No. …………………. dated .... for ………………………………… *[indicate value of bank guarantee]* .... favouring yourselves expiring on …………………….. on account of M/s …………………………… (*Name of Supplier)……………………*in respect of Contract for .... *(Insert*

Package name) ...., (hereinafter called original Bank Guarantee)

At the request of M/s ……………….. we ………………….. Bank branch office atand

having its Head Office at …………………………. do hereby extend our liability under the abovementioned Guarantee No. ………………………. dated for a further period

of …………………………. year/months fromto expire on …………………………….

Except as provided above, all other terms and conditions of original Bank Guarantee No.

……………………… dated .... shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be deemed to havebeen attached.

Signature …………………………………………….

Name ……………………………………….

Designation ………………………………...

Authorised Vide

Power of Attorney No. …………………………...

Dated ……………………..

SEAL OF BANK/INSURANCE COMPANY

Note:

1. The extension of BG/Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG/Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Supplier/Bank issuing the guarantee.