



**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

**“Hiring of Services for Design, Development, and Implementation
of Power Trading Software and Manpower for Power Trading
Activities, including a five-year Support and Maintenance at
SECI’s New Delhi Office”**

Tender No. SECI/C&P/IT/12/0004/25-26 dated 26.12.2025

SECTION-I

INVITATION FOR BIDS (IFB)

SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



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 **“Hiring of Services for Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a five-year Support and Maintenance at SECI’s New Delhi office”**

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.

Earnest Money Deposit (EMD) (if applicable, as specified in **Bid Information Sheet (Section-I, IFB)**) to be submitted under **offline mode** in separate sealed cover’s, super-scribed with **“Tender for Hiring of Services for Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a five-year Support and Maintenance at SECI’s New Delhi office”** 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. Pratik Prasun, DGM (C&P)

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
Tel: 011 24666 270, Extn: 237;

E-mail: pratikpr@seci.co.in; contracts@seci.co.in;

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 are 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 Tender Processing Fees, 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 Tender Processing Fees and Earnest Money Deposit (EMD, if applicable) will be rejected. **In the event 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>.

7. As this is a **“CUSTOM BID FOR SERVICES”** based bidding on the GeM, in case of any discrepancy in information, the information available in this Tender shall prevail.
8. Bidder selected shall be responsible for the performance of the following scope of work (more detailed in this tender document):

“Tender for Hiring of Services for Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a five-year Support and Maintenance at SECI’s New Delhi Office”.
9. Timeliness is the essence of this Contract. The Contractor has to ensure Continuous Services at all times and as per Schedule and time limits finalized by SECI and/ or given in this tender document. Prospective Bidders may like to visit SECI and examine the same in order to understand the Scope of Work prior to submitting their response.
10. Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of the GeM Order/ Notification of Award (NOA)/ Contract Agreement by the Owner.
11. 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 are 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 subheadings in the contract have been inserted for case of reference only & shall not affect the interpretation of this agreement.

DISCLAMIER

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within 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	Tender for Hiring of Services for Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a five-year Support and Maintenance support at SECI's New Delhi Office.
2	Tender No. & Date	As per the GeM Bid No. and Date indicated in the published bid document on GeM portal.
3	Type of Tender	e-Tender
4	Type of Bidding System	Single Bid (i.e. "Single Stage - Two Envelope") System
5	Completion/ Contract Period	05 (Five) Years plus 9 Months. As detailed under Special Conditions of Contract (SCC), Section-VI of the tender document.
6	JV/Consortium	Not Allowed
7	Number of Bids per Bidder	Bidder shall submit only 'one [01] Bid' per bidder in the 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. A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid.
8	Cost of Bidding Documents	Free of cost
9	Bid Validity	The bid validity period shall be 12 Months or as mentioned in the published bid document on the GeM portal from the final last date of submission of bids.
10	Bid Currency	INR (Indian Rupees)
11	Tender Processing Fee (NON-REFUNDABLE)	Amount: INR 25,000/- (Indian Rupees Twenty-Five Thousand Only) plus applicable GST, to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to tender in favor of "Solar Energy Corporation of India Limited", payable at New Delhi.
12	Earnest Money Deposit (EMD)	Applicable. Amount: INR 8,50,000/- (Indian Rupees Eight Crore Fifty Lakhs Only). As detailed under Bid Data Sheet (BDS), Section-III of the tender document.
13	Contract Performance Security	Applicable. The successful bidder shall furnish an unconditional and irrevocable Contract Performance Security within 30 days from the date of issuance of the GeM Order. The value of the

		<p>Contract Performance Security shall be 10% of the Total Contract value valid for a total period of 75 (Seventy-five) Months from the date of its issuance.</p> <p>As detailed under Special Conditions of Contract (SCC), Section-VI of the tender document.</p>
14	Date, Time & Venue of Pre-Bid Meeting	A Pre-Bid/clarification 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. Only two persons from the Bidder company are allowed to attend the same.
15	Last date & Time of Submission of Bids	As per the date & time given in the published GeM Tender document on GeM portal.
16	Opening of Techno Commercial Bids	As per the date & time given in the published GeM Tender document on GeM portal.
17	Financial Bid Opening	To be intimated after the shortlisting of Techno Commercial Bids by GeM (by default, as applicable) and further, no separate intimation will be issued.
18	Name, Designation, Address and other details (For Submission of Response to NIT)	<p align="center">Sh. Pratik Prasun, DGM (C&P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Tel: 011 24666 200, Extn: 270; E mail: pratikpr@seci.co.in; contracts@seci.co.in;</p>
19	Details of persons to be contacted in case of any assistance required	1) Sh. Biblesh Meena Sr. Manager (C&P) Ph.: 011-24666 270 2) Sh. Deepak Mittal/ Ms. Anupama Baxala DGM (IT)/ Dy. Manager (IT) Ph.: 011-24666 200/ 304/ 311 3) Sh. Shibasish Das / Sh. Vishwajeet Anand DGM (EMD)/ Dy. Manager (EMD) Ph.: 011-24666 200/ 226/369
20	Contact Details of the GeM	Contact Person: GeM Help-desk Toll Free Numbers: 1800-419-3436, 1800-102-3436 Email: helpdesk-gem@gov.in ;

Important Note

1. Any bidder, who meets the Qualifying Requirements 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. Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
3. Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document from GeM portal 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

**INSTRUCTIONS
TO
BIDDERS (ITB)**

Preamble

This part (Section - II) of the Tender Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the 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 - II) contains provisions that are to be used unchanged unless Section - VI (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 - V (General Conditions of Contract) and/ or Section - VI (Special Conditions of Contract).

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

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

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[A] – GENERAL

1. SCOPE OF BID

- 1.1 The Owner wishes to receive Bids as described in the Bidding documents/ Tender documents issued by 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): Not Applicable.

[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 : Instructions to Bidders [ITB]
- Section-III : Bid Data Sheet [BDS]
- Section-IV : Qualifying Requirements [QR]

- Section-V : General Conditions of Contract [GCC]
- Section-VI : Special Conditions of Contract [SCC]
- Section-VII : Forms and Formats
- Section-VIII : Scope of Work [SOW]/ Technical Specifications [TS]

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

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

6.3 Clarifications sought by the 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', 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 Owner's website www.seci.co.in. Bidders must consider all such addendum/ corrigendum before submitting their bid.

7.3 The Owner, if consider necessary, may extend the date of submissions of Bid to allow the 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 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 **Hard Copy**

Hard copy 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. Pratik Prasun,
DGM (C&P)**

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
Tel: 011 24666 200, Extn: 270;

E-mail: pratikpr@seci.co.in ; contracts@seci.co.in ;

- a. Earnest Money Deposit (EMD), in original as per Clause 14 of ITB or as per ‘Format-IV’ or as prescribed, if applicable.

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

“Bidder should explicitly note that no hard copies 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.

I. As part of First Envelope

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

- a. Covering Letter as per Format-I.
- b. Earnest Money Deposit as per Clause 14 of ITB or as per the Format-IV, if applicable.
- c. General particulars of the Bidder as per the Format-II
- d. Financial Proposal as per Format-V.
- e. Bidders Experience/ Technical Proposal as per Format-VII.
- f. Annual reports along with a certification of Turnover of last 03 years as per Format-VIII*.
- g. No Deviation Confirmation as per Format-IX.
- h. E-Banking Mandate Form as per Format-X.
- i. Board Resolution as per Format-XI for such authorization, if applicable.
- j. Power of Attorney as per Format-XII for such authorization.
- k. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format-XIII.
- l. Declaration as per Format-XIV.
- m. Copy of GST registration No, PAN Card and Income Tax Registration/ITR filled.
- n. Undertaking regarding that the bidder has not been blacklisted by any Government Department/PSU as on the last date of submission of the bid.
- o. A self-certification duly attested by Authorized Signatory on the letter head of Bidder regarding a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager.
- p. 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.
- q. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.
- r. Duly attested documents in accordance with the "Quality & Cost Based Selection (QCBS)" establishing the qualification.
- s. Scanned and signed first and last page of the tender documents.

*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 turnover 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.

II. As part of Second Envelope

- a. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the GeM portal, shall be duly filled.
- b. Main Price Bid comprising Format-VI (SCHEDULE OF RATES (SOR)/PRICE BID) available on GeM portal of the Price Schedule duly completed, sealed, and signed/digitally signed shall be uploaded. **“Termed as MAIN BID”**.
- c. The bidder shall submit the Excel Sheet/ **Financial Document indicating price break up as per the Format-VI (SCHEDULE OF RATES (SOR)/PRICE BID)** of Forms & Formats, Section-VII, if applicable along with the Financial Bid in the prescribed price bid format only on the GeM Portal.

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/services 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 include the Goods & Service Tax (GST) components.
- 10.2 Prices must be filled in format "available in GeM portal" as part of Tender documents. If quoted in separate typed sheets, such bids may be rejected.
- 10.3 Bidder shall quote for all the items of "SOR/ Price Bid" 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/ Price Bid" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 10.4 All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the bidder under the Contract, or for any other cause, shall be included in the "SOR/ Price Bid".
- 10.5 The Schedule of Rates quoted by the Bidder shall comprise 3 components:
 - i. SOR-1: Price against Deployment of Software under SaaS model
 - ii. SOR-2: Price against Support and Maintenance (S&M) Charges
 - iii. SOR-3: Price against Manpower charges during S&M Period

The estimated bid value will be the grand total of the 3 prices quoted under the 3 SORs as above.

- 10.6 It may be noted that in SOR-2, the Bidder shall quote the values for each year, such that the value quoted for any particular year is more than or equal to the value quoted for the immediately preceding year, barring the 1st year. Further, SORs shall be filled in a manner such that the total value quoted in SOR-1 (inclusive of GST) is less than or equal to 10% of the NPV calculated in the sheet under SOR-2. In case of deviation from this rule, the bid submitted by such bidder will be summarily rejected.
- 10.7 Manpower charges to be quoted in the SOR-3 shall be quoted on annual basis, while payment will be done on pro-rata basis, based on the actual man-days utilized in that particular year during the S&M period. Further, the same annual charges against manpower deployment (per person) shall be quoted in all the S&M years.
- 10.8 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.
- 10.9 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)

- 11.1 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.
- 11.2 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.

- 11.3 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.
- 11.4 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, Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Owner.
- 11.5 In case CBIT (Central Board of Indirect Taxes and Customs) brings to the notice of Owner that the Contractor has not remitted the amount towards GST collected from Owner to the government exchequer, then, that contractor may be debarred from bidding in future tenders of Owner for given period as per the sole discretion of Owner.
- 11.6 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 Owner.
- 11.7 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.
- 11.8 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.

- 11.9 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 Owner as 'non-responsive'.

- 13.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Owner 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)

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

- 14.2 The Bids must be accompanied with 'Earnest Money Deposit (EMD)' in the form of either through NEFT/ RTGS transfer in the account of SECI or 'Demand Draft' or 'Banker's Cheque' [in favour of Solar Energy Corporation of India limited, New Delhi payable at New Delhi] or 'Bank Guarantee' as per the 'Format -IV' provided in Forms & Formats, Section-VII of tender documents. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.

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

- 14.4 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 Commercial Bank as listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of bank guarantee.

- 14.5 Bid not accompanied with required amount of EMD shall be liable for rejection.
- 14.6 '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.
- 14.7 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'.
- 14.8 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 GeM Order/Contract Agreement.
 - ii. to furnish "Performance Security.
 - iii. to accept 'arithmetical corrections' as per provision of the clause 29 of ITB.
- 14.9 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 'Format -IV'.

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 effective from the date of issuance of the **GeM Order**, 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 Bank Guarantee 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 - VI, Special Conditions of Contract (SCC).

15.2 Bank Guarantee towards Contract Performance Security shall be from any Scheduled Commercial Bank as listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of bank guarantee. This Bank Guarantee shall be valid for a period in conjunction with the provisions mentioned under Section - VI, Special Conditions of Contract (SCC).

15.3 Not used.

15.4 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 GeM Order/ Contract Agreement shall constitute sufficient grounds for forfeiture of the Contract Performance Security.

15.5 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. As soon as the total executed value exceeds the ceiling of awarded contract price by more than 0.5%, the Contractor shall furnish additional Contract Performance Security on proportionate basis of the percentage as defined in the Special Conditions of Contract (SCC) for the additional amount in excess to the original contract value.

15.6 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 GeM Order/ Contract Agreement & forfeit 100% of EMD if applicable in case Contract Performance Security is not submitted within 45 (Forty-five) days from the date of issuance of the GeM Order. However, total project completion period shall remain same. Part Security shall not be accepted. The Zero Date shall be counted from the date of issuance of the GeM Order.

15.7 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 Owner 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 agencies and recover expenses from the Contractor (for which the certificate of the Engineer-in-Charge shall be final).

15.8 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 is 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 & GeM portal/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 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. SIGNING 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 the Power of Attorney (POA)) before uploading at GeM online 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. Owner will accept bids based on terms & conditions of Tender Documents only. Bidder may note 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. Owner's determination of a bid's responsiveness is based on the content of the bid itself. 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-X in Section-VII, 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 - II, Instructions to Bidders (ITB) of the Tender document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker:

Offline Tender Documents for the “Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a five-year Support and Maintenance at SECI’s New Delhi Office”	
Tender Document No.	(Enter Bid No & Date given in published bid document)
Last Date of Submission	
Bids Submitted by	<div style="border-bottom: 1px solid black; text-align: center; padding: 5px;"> (Enter Full name and address of the Bidder) </div>
Authorized Signatory	<div style="border-bottom: 1px solid black; text-align: center; padding: 5px;"> (Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder) </div>

Bid Submitted to	Sh. Pratik Prasun, DGM(C&P) 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
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20.3 All the bids shall be addressed to the Owner 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 Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of Owner and the 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 Owner'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

Modification and withdrawal of bids shall be as follows: -

23.1 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/Successful Bidder 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, Owner 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 Owner after following the due procedure.

[E] - BID OPENING AND EVALUATION CRITERIA

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

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

25. BID OPENING

25.1 Unpriced Bid Opening:

Owner will open bids, in the presence of bidders' designated representatives who choose to attend, at the 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 Owner. As it's an online bidding system, Bidder's attendance during the Techno-commercial Bid opening in Owner'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:**

- i. Owner will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.
- ii. The price bids of those bidders who were not found to be techno-commercially responsive shall not be opened.
- iii. As it's an online bidding system, Bidder's attendance during the Price Bid opening in Owner'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. Owner 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 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 OWNER**

- 27.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Owner on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 27.2 Any effort by the Bidder to influence the Owner in the Owner'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 RESPONSIVENES**

- 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 Owner 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 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 Owner 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 Owner'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 Owner 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 Owner 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 Owner, 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.
- 29.2 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).
- 29.3 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.
- 29.4 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 Owner 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.
- 29.5 The amount stated in the bid will be adjusted by the Owner 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 the Price proposal format in GeM. 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 below on the **Quality & Cost Based Selection (QCBS)**.

31.1 Evaluation of Techno - Commercial Part (First Envelope):

The Owner 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 Owner 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 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 Owner:

- i. 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.
- ii. 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 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):**

- i. The Owner 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.
- ii. Financial Proposal Content: After the technical evaluation, the Financial Bids of bidders will be opened.
- iii. 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.
- iv. Arithmetical errors will be rectified in line with Clause no. 29 of ITB.
- v. The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Tender Documents.
- vi. In case only single offer is received, SECI at its sole discretion may take appropriate actions for further process as per SECI policy.

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 a 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 - 80%
 - b. Financial Weightage - 20%

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:

S. No	Criteria	Max Score	Guidelines for Scoring	Documentary proofs to be submitted										
Technical Bid														
1.	Experience of the bidder in providing customized power sector software solutions or Software as a Service (SAAS) based power procurement advisory pertaining to Power Trading Activities including Energy portfolio Management (Buy/Sell power transaction) / Buy or Sell power transaction through power exchange/ power scheduling / price forecasting/ energy forecasting/ energy accounting software solutions for any Company/Govt Dept/Agency in India (No. of assignments)	25	<table><thead><tr><th>No. of Assignments</th><th>Marks</th></tr></thead><tbody><tr><td>1</td><td>10</td></tr><tr><td>2</td><td>15</td></tr><tr><td>3</td><td>20</td></tr><tr><td>≥4</td><td>25</td></tr></tbody></table> <p>(Only those Contracts where the software solution has been a “go-live” permission by the Client, will be evaluated)</p>	No. of Assignments	Marks	1	10	2	15	3	20	≥4	25	Any supporting documentary evidence e.g. LoA/ Work Order / Purchase Order / Contract Agreement, along with Work Completion Certificate from the Client or proof of payment of final bill/invoice.
No. of Assignments	Marks													
1	10													
2	15													
3	20													
≥4	25													
2.	Experience of the bidder in the area of Power Trading including Energy Portfolio Management (Buy/Sell power transaction) OR Power Purchase/ Sale transactions through Power Exchange(s) or through bilateral transaction for any Company/Govt Dept./Agency in India (No. of assignments)	20	<table><thead><tr><th>No. of Assignments</th><th>Marks</th></tr></thead><tbody><tr><td>1</td><td>10</td></tr><tr><td>2</td><td>15</td></tr><tr><td>≥3</td><td>20</td></tr></tbody></table> <p>(Both Ongoing as well as concluded engagements/contracts will be evaluated)</p>	No. of Assignments	Marks	1	10	2	15	≥3	20	Any supporting documentary evidence e.g. LoA/ Work Order / Purchase Order / Contract Agreement/ Work Completion Certificate from the Client/ proof of payment/final bill etc.		
No. of Assignments	Marks													
1	10													
2	15													
≥3	20													
3.	Experience of the Bidder in providing manpower for power trading activities for any Company/Govt Dept/Agency in India (No. of assignments)	10	<table><thead><tr><th>No. Of Assignments</th><th>Marks</th></tr></thead><tbody><tr><td>1</td><td>5</td></tr><tr><td>2</td><td>10</td></tr></tbody></table>	No. Of Assignments	Marks	1	5	2	10	Any supporting documentary evidence e.g. LoA/ Work Order / Purchase Order / Contract Agreement, Certificate from the Client/ proof of payment/final bill etc.				
No. Of Assignments	Marks													
1	5													
2	10													

4.	Resources													
i.	Number of Experts/Software Developers having experience in the area of development/ customization of Power Trading/ Energy Portfolio Management Buy/Sell power transaction) / Scheduling / power scheduling / energy accounting software solutions on the payroll of the Bidder.	7	<table><tr><th>Number of Professionals</th><th>Marks</th></tr><tr><td>Up to 10</td><td>3</td></tr><tr><td>>10 – 15</td><td>5</td></tr><tr><td>>15</td><td>7</td></tr></table>	Number of Professionals	Marks	Up to 10	3	>10 – 15	5	>15	7	Resume/CV to be provided indicating their past experience and relevant document/certificates to be attached.		
Number of Professionals	Marks													
Up to 10	3													
>10 – 15	5													
>15	7													
ii.	Power Trading Experts having minimum qualification of B. Tech/B. E/ MBA and each having minimum 05 years of experience in areas of Software Development, Power Market and Regulatory Commissions, RE and Utility-scale BESS, Power Trading Energy Portfolio Management/Power Buy or Sell Transaction. All these experts should be on payroll of the bidder	8	<table><tr><th>Number of Such Professionals for each expertise</th><th>Marks</th></tr><tr><td>Up to 3</td><td>4</td></tr><tr><td>>3 - 10</td><td>6</td></tr><tr><td>>10</td><td>8</td></tr></table>	Number of Such Professionals for each expertise	Marks	Up to 3	4	>3 - 10	6	>10	8	Resume/CV to be provided indicating their past experience and relevant document/certificates to be attached		
Number of Such Professionals for each expertise	Marks													
Up to 3	4													
>3 - 10	6													
>10	8													
5.	Average Annual Turnover of last three FY ending 2024-25	10	<table><tr><th>Average Annual Turnover in INR in Cr.</th><th>Marks</th></tr><tr><td>Less than 5</td><td>2</td></tr><tr><td>5-25</td><td>4</td></tr><tr><td>25-50</td><td>8</td></tr><tr><td>>50</td><td>10</td></tr></table>	Average Annual Turnover in INR in Cr.	Marks	Less than 5	2	5-25	4	25-50	8	>50	10	Audited Financial Statements/ Certificate from the CA.
Average Annual Turnover in INR in Cr.	Marks													
Less than 5	2													
5-25	4													
25-50	8													
>50	10													
6.	The bidder should possess any of the following certifications: ISO 9001, ISO 27001, ISO 20001	6		Submit the relevant valid document/certificate										

			2 marks for each certification subject to maximum of 6 marks									
7.	CMMI Levels of Maturity	4	<table><tr><th>Level of Maturity</th><th>Marks</th></tr><tr><td>Up to and including Level 3</td><td>1</td></tr><tr><td>Level 4</td><td>2</td></tr><tr><td>Level 5</td><td>4</td></tr></table>	Level of Maturity	Marks	Up to and including Level 3	1	Level 4	2	Level 5	4	Submit the relevant valid document/certificate
Level of Maturity	Marks											
Up to and including Level 3	1											
Level 4	2											
Level 5	4											
8.	Presentation to SECI on understanding of the power trading aspects, business processes, approach & methodology and demonstrate its relevant software solutions	30	(Marks will be awarded as per internal assessment by SECI)	Presentation to be submitted and given to SECI by the bidder's team lead of IT team and Power Market and Regulatory compliances team and BESS team (senior most). Each presentation will be given minimum of 60 minutes time								
Total Marks = 120												
Bidder(s) need to secure at least 96 marks to be eligible for further financial evaluation.												

v. Financial Evaluation

- a. 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 80%** while the **financial proposals will be allotted weightage of 20%**. Proposal of the bidder which secures less than 80% (eighty percent) marks during the above-mentioned Technical Evaluation, will be rejected. Financial bids will be opened only of those Bidders who secure minimum 80% marks under Technical Evaluation.
- b. After opening the Financial bids, the Estimated Bid Value of all the Bidders, as per the enclosed SOR format, shall be considered and arranged in the ascending order. The proposal with the lowest EBV quoted will be given a financial score of 100% and other proposals will be given financial scores that are inversely proportional to their respective quoted EBVs.

vi. Final Evaluation

For the final evaluation, proposals will be ranked according to their combined Technical (Ts) and Financial (Fs) scores, using the following QCBS Formula as defined by the GeM and the proposal with the highest weighted combined score

(quality and cost) shall be selected (final scores will be rounded off to two decimal points):

QCBS Formula of GeM:

After filling the technical score, the system will open financial bid of all qualified Service Providers and compute QCBS score as given below: QCBS Calculation Logic (e.g. 80:20 weightage):

	Technical Evaluation		Financial Evaluation		Result	
Weightage	80%		20%			
	Marks	Score Calculated	Marks	Score Calculated		
Service Provider 1	75	83	120	83	83	
Service Provider 2	80	89	100	100	91.2	
Service Provider 3	90	100	110	91	98.2	H1

Calculation Formula= $B = [(C_{low} / C) \cdot X] + [T / T_{high} \cdot (1 - X)]$

Where

C=evaluated Bid price

C_{low} = The lowest of all evaluated Bid price among responsive Bids

T= the total Technical score awarded to the Bid

T_{high} =the Technical score achieved by the Bid that was scored best among all responsive Bids.

X= weightage for the process as specified in Bids

Total Score will be calculated by GeM based on the Technical and Financial marks awarded by the committee members and the applicable QCBS weight-age.

Service Provider 1 = $83 \cdot 0.7 + 83 \cdot 0.3 = 83$

Service Provider 2 = $89 \cdot 0.7 + 100 \cdot 0.3 = 91.2$

Service Provider 3 = $100 \cdot 0.7 + 91 \cdot 0.3 = 98.2$

Contract will be awarded to Service Provider 3 as it has obtained the highest Final Score.

[F] - NOTIFICATION OF AWARD/ LETTER OF INTENT/ 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 one securing the highest points as per ITB: Clause 31.4.6 above, is determined to be qualified to satisfactorily perform the Contract.

33. NOTIFICATION OF AWARD/ GeM Order

- 33.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, in the form of “**Notification of Award (NoA)**”/ “**GeM Order**” through e-mail/ courier/ registered post/ GeM portal, 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 Contract Period shall commence from the date of "**Notification of Award**”/ “**GeM Order**” or as mentioned in the Notification of Award/ GeM Order. The "Notification of Award”/ “GeM Order” will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-34".
- 33.3 The “Notification of Award (NoA)” shall be issued to successful bidder in duplicate as applicable. The successful bidder is required to return its duplicate copy duly signed and stamped on each page within 07 days of its issuance including all the Appendix, Annexures as a token of acceptance. The successful bidder shall accept Order on GeM portal, if placed on GeM portal.
- 33.4 In case the successful bidder fails to acknowledge the acceptance of “Notification of Award (NoA)”/ “GeM Order” as mentioned above vide clause no. 33.3, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.
- 33.5 In case of Non-responsive/Non-acceptance to the NoA/ GeM Order or 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.

34. SIGNING OF CONTRACT AGREEMENT

- 34.1 Within 30 (Thirty) days of the release of Notification of Award (NoA)/ Placement of Order on GeM portal by the owner, 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 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 NOA/GeM Order or 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/ GeM Order

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 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 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 Owner, such decision of 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 agencies/ bodies shall be exempted from Tender Processing Fees and EMD submission, if applicable upon production of valid registration certificate.

- (i) Udyam Registration
- (ii) Udyog Aadhaar registered with any of the following NIC 5-digit Codes along with bid
 - 62011 : Writing, modifying, testing of computer program to meet the needs of a particular client excluding web-page designing.
 - 62012 : Web-page designing
 - 62013 : Providing software support and maintenance to the clients
 - 62020: Computer consultancy and computer facilities management activities
 - 62091 : Software installation
 - 62092 : Computer disaster recovery
 - 62099 : Other information technology and computer service activities

The bidders seeking EMD exemption (including MSEs/ Start up Units) who have applied for registration or renewal of registration but have not obtained the valid certificate till the last date of submission of bids, are not eligible for any exemption/preference. Furthermore, if the submitted MSE certificate does not specify the item(s), work(s), or service(s) corresponding to the relevant NIC code as listed above, and no EMD has been submitted, SECI may require the bidder to furnish a revised certificate. Failure to provide the same in accordance with the tender terms and conditions may result in rejection of the bid at SECI's discretion.

- i. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies. The registration certificate issued from any of the above agencies must be valid as on last date of the bid submission.
- ii. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/ 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 of JV/ Consortium, in order to avail the exemption to Tender Processing Fees and Earnest Money Deposit (EMD, if applicable), all the members of JV/ Consortium should be registered under any of the Categories mentioned under clause 37.1 above.**

37.3 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

- i. 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.
- ii. 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.
- iii. 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 an agency 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 Owner of the benefits of free and open competition.
- 1.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- 1.5 A “Vendor/ Supplier/ Contractor/ Consultant/ Bidder” is herein after referred as “Agency”
- 1.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and banning of business dealings with Agency/ (ies) and shall be the “Committee” concerned.
- 1.7 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. 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 agency and by virtue of this it has a controlling voice.
- 1.8 “Investigating Agency” shall mean any department or unit of Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Owner, Central Bureau of Investigation, State Police or any other agency 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 agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

2.2 Irregularities noticed after award of contract

a. During execution of contract:

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

The concerned order(s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency 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 agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

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

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

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

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

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with Owner for a period specified in para below from the date of issue of banning order.

2.3 Period of Banning

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

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

3. Effect of banning on other ongoing contracts/ tenders

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

3.2 However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency 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 an agency 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 agency shall be ignored.

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

3.3.3 After opening of price bid, EMD, if applicable made by the agency shall be returned; the offer/Bid of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ misappropriation of facts committed in the same tender/ other tender where errant agency 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 agency/(ies) shall be initiated by C&P Department when

- i. Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- ii. Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- iii. Non-performance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

4.2 Suspension Procedure:

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

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

4.3 Effect of Suspension of business:

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

- 4.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- 4.3.2 If an agency is put on the Suspension List during tendering:
 - i. after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.

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

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 a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

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.

- 1.1 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.
- 1.2 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 the 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**
- 3.4 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.

3.5 Tender Bidding Methodology:

Sealed Bid System
Single Stage Two Envelope

4. Void

5. **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 all the documents mentioned in clause “9. Documents Comprising of the Bid” of Instruction to Bidders (ITB), Section-II.

6. **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.

7. **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.

8. Void

9. Content of Bid

9.1 Un-Priced Bid

- 1.1. 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.
- 1.2. 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.
- 1.3. Bidders are required to upload all Tender forms and supporting documents which form part of the bid/ tender in e-tender portal.

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

10. **Submission of documents:** Bidders are requested to upload small sized documents preferably at a time to facilitate easy uploading into e-tender portal. Owner shall not be responsible in case of failure of the bidder to upload documents/ bids within specified time of tender submission.
11. **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.

12. **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.

SECTION-III

BID DATA SHEET (BDS)

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 - II, Instruction to Bidders (ITB).

S No	ITB Clause Ref. No	Bid Data Details
1.	Scope of Bid (ITB Clause 1.1)	<p><u>The Owner / Employer is:</u></p> <p>Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>Kind Attn.: Executive Director (C & P) Telephone Nos.: - 0091-(0)11-24666200. Email: - contracts@seci.co.in ;</p>
2.	Earnest Money Deposit (EMD) (ITB clause 14)	<p><u>Add following to the existing clause:</u></p> <p>14.10 The Earnest Money Deposit (EMD) is exempted for MSE bidders registered under Udyam Category only. The MSE bidder must submit relevant valid supporting document for seeking Bid Processing Fee & EMD exemption. To avail the exemption in Bid Processing Fee in case of consortium/ JV, all the members should be registered as MSE Vendors under Udyam Category.</p> <p>14.11 Further, 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.</p>
3.	Zero Deviation & Rejection Criteria (ITB Clause 18.1 & 18.2)	<p>Clause No 18.1, Zero deviation & Clause No 18.2, Rejection Criteria should be read in conjunction to each other & both clauses' points mentioned should complement each other.</p>
4.	Deadline for Submission of Bids (ITB Clause 21.2)	<p><u>Add following to the existing clause:</u></p> <p>For hard copies of bid submission purposes, the address of the Employer is:</p> <p>Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>Kind Attn.: Sh. Pratik Prasun, DGM (C&P) Telephone Nos.: - 0091-(0)11-24666200/270; Email: - contracts@seci.co.in ; pratikpr@seci.co.in ; bibleesh@seci.co.in</p>

S No	ITB Clause Ref. No	Bid Data Details
5.	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
6.	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-IV

QUALIFYING REQUIREMENTS (QR)

QUALIFYING REQUIREMENTS

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. Specific requirements are given below:

1. GENERAL ELIGIBILITY CRITERIA

- 1.1 Following categories of entities shall be eligible as Bidders under this tender:
 - a. Companies registered under the Companies Act, 2013
 - b. Limited Liability Partnerships
 - c. Government-owned Enterprises incorporated in India
- 1.2 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.
- 1.3 The Bidder should have not been debarred 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. Further, neither bidder nor their allied agency (ies) should be on the banning list of SECI or the MNRE as on the last date of bid submission.
- 1.4 The Bidder should submit a **Self-Certification on the letter head of bidder** that it has not been blacklisted for business by MNRE or SECI and that in last three years to be reckoned from the last date of bid submission, there has not been any work terminated against them for poor performance.
- 1.5 It shall be the sole responsibility of the bidder to inform SECI/Owner in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall be tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- 1.6 The Bidder should not be under any liquidation court receivership or similar proceedings on the due date of submission of bid.
- 1.7 **Bid Processing Fee and Earnest Money Deposit (EMD) are exempted for MSE bidders registered under NSIC/ DIC/ Udyog Aadhaar Category only. The MSE bidder must submit relevant, valid supporting documents for seeking the Bid Processing Fee & EMD exemption.**
- 1.8 **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.**
- 1.9 Bids by Consortium/ JV are not allowed for participation under this tender.

- 1.10 The Bidder (including its Parent/Ultimate Parent/Affiliates or a Group Company) shall not hold, directly or indirectly, any equity shareholding, ownership interest, or voting rights in the Indian Energy Exchange (IEX) or any other Power Exchange operating in India. **The Bidder shall furnish a declaration on its letterhead confirming that it does not hold, either directly or indirectly, any shareholding or controlling interest in IEX or any other Power Exchange in India and that no conflict of interest exists with respect to the execution of the Scope of Work under this tender.**

2. TECHNICAL ELIGIBILITY CRITERIA

The Bidder can participate through below mentioned qualifying Criteria. The Bidder shall be considered meeting technical criteria as mentioned below: -

- 2.1 The Bidder should have rendered satisfactory services and successfully executed contracts of “Similar Works” in any of the Seven (07) years (ending month of March prior to the bid submission deadline). Also, the Bidder should be in the field of providing similar works for not less than 03 Years as on last date of bid submission.

- 2.2 The bidder must have successfully completed “**Similar Work**” to the Govt./ CPSUs/ JVCs of CPSUs/ Private organizations/ Autonomous Bodies/ Companies/ Institutes/ MNCs/Discoms), over the last Seven (07) financial years including the last date of bid submission in the current financial year

“**Similar work**” shall mean assignments in the area of “Implementation of Power Trading Software/Portal/Product/Web based Software Solutions for **Power Trading Activities** or **Power/Energy Portfolio Management Services**”, including but not limited to :

- a. Providing Power Trading Software Solution **OR**
- b. Software based Power Purchase /Sale transactions through Power Exchange(s) **OR**
- c. Software based Energy Portfolio Management (Buy/Sell power transaction)

- 2.3 The Bidder should have successfully completed at least one single similar work order having a minimum value of **INR 6,80,00,000/- (Indian Rupees Six Crores Eighty Lakhs only, inclusive of GST)** during any of the last seven years i.e. including the current financial year and the last seven financial years.

OR

The Bidder should have successfully completed at least two similar work orders, each having a minimum value of **INR 4,25,00,000/- (Indian Rupees Four Crores Twenty-five lakhs only, inclusive of GST)** 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 orders, each having a minimum value of **INR 3,40,00,000/- (Indian Rupees Three Crores Forty-lakhs only, inclusive of GST)** 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.

2.4 “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 “go-live” by the respective client(s), with the post software-deployment services being active as on the bid submission deadline. This interpretation will also be applicable as part of technical evaluation of the bids.

2.5 The bidder should be the OEM of the Application/Portal/Software OR their Authorised Partner to participate in the tender. In case of an authorised partner, MAF (**Manufacturer’s Authorisation Form**) from the respective OEM shall be submitted along with the bid.

3. **Not used.**

4. **FINANCIAL ELIGIBILITY CRITERIA**

4.1 The Bidder shall be required to meet the following financial eligibility criteria:

- a. The Minimum Average Annual Turnover (MAAT) of the Bidder in the last three financial years (i.e. FY 2022-23, 2023-24 & 2024-25) should be **INR 3,40,00,000/- (Indian Rupees Three Crores and Forty Lakhs only).**

** MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. This must be the individual Company’s turnover and not that of any group of Companies. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts. In case of tender 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, the Bidder has to compulsorily submit the audited financial results of the immediately preceding three financial years.*

AND

- b. The net worth for the last financial year should be **positive**. “Net Worth” of the Bidder shall be calculated as per Company Act 2013.

AND

- c. The bidder should have a Working Capital equal to or greater than the value of **INR 37,00,000 (Indian Rupees Thirty-Seven Lakhs only)** as on the last date of previous Financial Year, i.e., FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline. If the Bidder’s working capital is inadequate, the Bidder should supplement this with a letter from the Bidder’s lending institutions/Scheduled Commercial Banks/Financial Institutions approved by the Government from time to time, confirming availability of the line of credit for more than or equal to the value as given above to meet the working Capital requirement.
- 4.2 Financial data for the last three audited financial years must be submitted by the Bidder in the attached Format in Forms & Formats of the tender document along with audited balance sheets. The financial data in the prescribed format shall be certified by a Chartered Accountant with his/her stamp and signature.
- 5. Documentary Evidence for the following must be submitted, to support Bidder’s eligibility:**
- a) Documentary evidence including PO/WO/Completion Certificate/ Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award, etc, along with relevant copies of contract/ work orders.
- b) Copies of relevant Certificates issued.
- c) Copy of Bidder’s Self Certification on Letterhead of bidder being not blacklisted /barred for taking business by any Government Department/PSU/MNRE/SECI.
- d) Undertaking on the Bidder’s letterhead as per Clause 1.10 above.
- e) Certified copies of registration certificates.
- f) Documents showing proof of turnover during last 3 financial years.
6. The tender submission of bidders who do not qualify the technical eligibility criteria & Financial criteria stipulated in the clauses above, shall not be considered for further evaluation and therefore would be rejected. However, SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder. The mere fact that the bidder is qualified as mentioned in the financial criteria shall not imply that its bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender as prescribed.
- 7. Non-compliance of any of the conditions under this Section-IV will result in techno-commercial disqualification of the bidder. Financial bid of the technically disqualified party(ies) will not be considered.**
8. Notwithstanding anything stated above, Employer/ Owner reserves the right to assess the Bidder's capability and capacity to perform the contract should the circumstances warrant such assessment necessary in its overall interest. Bidder may have to produce originals of documents submitted to qualify against the package, which shall be returned after verification & shall not be retained by Employer/ Owner. The

authenticity of documents submitted by Bidders may also be verified by the Employer/ Owner as deemed fit through its own sources.

9. Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.
10. **IN CASE ANY DOCUMENT BY A BIDDER IS FOUND TO BE FORGED OR FAKE, EMPLOYER/ OWNER RESERVES ITS RIGHT TO TAKE APPROPRIATE ACTIONS FOR SUCH MALPRACTICES INCLUDING FOREFEITURE OF EMD AND/ OR BANNING OF BUSINESS/ BLACKLISTING ETC.**

SECTION-V

GENERAL CONDITIONS OF CONTRACT (GCC)

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[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 P&A 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 the Contract.
- 1.16 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ GeM Order or date as mentioned in Notification of Award/ GeM Order 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 **GO-LIVE** means the date on which the SaaS solution becomes fully operational and is made available for use by the Owner in the production environment, after successful completion of all acceptance criteria, including (but not limited to):
(i) completion of configuration and customisation (as applicable),
(ii) successful data migration and integration with designated systems,
(iii) completion of User Acceptance Testing (UAT) with all critical and major defects resolved,
(iv) availability of required user roles and access controls,
(v) successful performance, security, and functional validations as specified in the tender, and
(vi) receipt of written confirmation from the Owner declaring the system fit for production deployment.

The "Go-Live Date" shall be the date on which such written confirmation is issued by the Owner.

- 1.19 MONTHS shall mean calendar month.
- 1.20 **NOTICE IN WRITING OR WRITTEN NOTICE** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.21 **NOTIFICATION OF AWARD (NOA)/ GeM Order** means the official notice issued vide Letter/ E-mail order placed on GeM portal by the owner notifying the Contractor that his bid has been accepted.
- 1.22 **PROJECT** means the work awarded under this tender.
- 1.23 **OFFICER IN CHARGE** or means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.24 **OWNER** means as Solar Energy Corporation of India Limited and shall include the legal successors or permitted assigns of the Owner.
- 1.25 **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.
- 1.26 **PRICE** means the Contract Price at which the NoA will be issued by SECI to the Successful Bidder under this tender, and based on which, the Contract will be executed.
- 1.27 **SECI** means Solar Energy Corporation of India Limited.
- 1.28 **SOFTWARE or SAAS SOLUTION** means the web-based software solution/portal/system developed and implemented by the Contractor under the Contract, for providing the services under the “Software-as-a-Service” (SaaS) model as detailed in the scope of work/services under the Contract.
- 1.29 **SUCCESSFUL BIDDER or SELECTED BIDDER** means the Bidder selected pursuant to this Tender and issued the NoA by SECI.
- 1.30 **TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor, and shall include this document, including its annexures, amendments and clarifications issued until the bid submission deadline.
- 1.31 **WEEK** means a period of any consecutive seven days.
- 1.32 **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 subheadings in the contract have 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

5.1 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 work order, and before commencement of work at site:

- a. Any third-party claims, civil or criminal complaints /liabilities, site mishaps, fire hazards and other accidents including death of any person/s or dispute and /or damages occurring or arising out of any mishaps at site due to his/his employee/representative fault or negligence.

- b. 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 non-payment 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.
- c. 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. SUCCESSFUL BIDDER INTEGRITY

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

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:
 - a. if the Successful Bidder fails to deliver any or all of the Work as required by SECI or
 - b. if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract or
 - c. 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:

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

9.2 Force Majeure Exclusions

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

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project/Service;
- b. Delay in the performance of any Contractor, sub-Contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment/Service;
- d. Strikes at the facilities of the Contractor / Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law; or
 - iii. Breach of, or default under this Contract Agreement.
- g. Normal rainy seasons and monsoon
- h. Any Transport strikes not directly affecting the delivery of goods from manufacturer to site

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

9.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7

(Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.

- 9.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.
- 9.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.
- 9.7 If works are suspended by Force Majeure conditions lasting for more than two months, the Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 9.8 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.
- 9.9 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 Work Order 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 Work Order and get the balance work done from third party at the risk and cost of the existing contractor.

11. TERMINATION OF CONTRACT

11.1 Termination for Owner's Convenience

- 11.1.1 The Owner may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 11.1.

11.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 11.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

1. cease all further services, except for such services as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the services already executed.
2. terminate all subcontracts, except those to be assigned to the Owner pursuant to paragraph (c) (ii) below
3. subject to the payment specified in GPC Sub-Clause 11.1.3,
 - i. deliver to the Owner the parts of the services executed by the Contractor up to the date of termination
 - ii. to the extent legally possible, assign to the Owner all right, title and benefit of the Contractor as of the date of termination, and, as may be required by the Owner, in any subcontracts concluded between the Contractors and its Subcontractor; and

11.1.3 In the event of termination of the Contract under GPC Sub-Clause 11.1.1, the Owner shall pay to the Contractor the following amounts:

- a. the Contract Price, properly attributable to the supplies executed by the Contractor as of the date of termination
- b. any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges.

11.2 Termination for Contractors' Default

11.2.1 Neither the Owner nor the Contractor may assign the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, to any third party without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Contractor shall be entitled to assign any monies due and payable to it or that may become due and payable to it under the Contract, either absolutely or by way of charge.

11.2.2 The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GPC Sub-Clause 11.2:

- a. if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or resupply, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt

- b. if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GPC Clause 11.2.1.
- c. if the Contractor, in the judgment of the Owner has engaged in Fraud and Corruption in competing for or in executing the Contract.

11.2.3 If the Contractor

- a. has abandoned or repudiated the Contract
- b. has without valid reason failed to commence services promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Owner to proceed
- c. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause

then the Owner may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Owner may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GPC Sub-Clause 11.2.

11.2.4 Upon receipt of the notice of termination under GPC Sub-Clauses 11.2.2 or 11.2.3, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- a. cease all further services, except for such services as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the services already executed.
- b. terminate all subcontracts, except those to be assigned to the Owner pursuant to paragraph (c) below
- c. to the extent legally possible, assign to the Owner all right, title and benefit of the Contractor as of the date of termination, and, as may be required by the Owner, in any subcontracts concluded between the Contractors and its Subcontractor.

11.2.5 The Owner may expel the Contractor and complete the services itself or by employing any third Party. The Owner may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Owner and with an indemnification by the Owner for all liability including damage or injury to persons arising out of the Owner's use of such services.

11.2.6 Subject to GPC Sub-Clause 11.2.7, the Contractor shall be entitled to be paid the Contract Price attributable to the services executed as of the date of termination. Any sums due the Owner from the Contractor accruing prior to

the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

- 11.2.7 If the Owner completes the services, the cost of completing the services by the Owner shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GPC Sub-Clause 11.2.6, plus the reasonable costs incurred by the Owner in completing the services, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under GPC Sub-Clause 11.2.6, the Contractor shall pay the balance to the Owner, and if such excess is less than the sums due the Contractor under GPC Sub-Clause 11.2.6, the Owner shall pay the balance to the Contractor.

The Owner and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

[D] APPLICABLE LAW AND SETTLEMENT OF DISPUTES

12. MUTUAL CONSULTATION

If any dispute of any kind whatsoever shall arise between the owner and the supplier 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.

13. ARBITRATION

13.1 Settlement of Dispute

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

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

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.

13.3 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 supplier 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 Supplier.
- 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.

14. COMPLIANCE WITH GOVERNMENT DIRECTIVES

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India HAS issued Public Procurement (Preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. Provisions of the above Order shall be applicable on this tender.

15. 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-VI

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)	<p style="text-align: center;">The Owner is:</p> <p style="text-align: center;">Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p style="text-align: center;">Kind Attn.: Executive Director (C&P) Telephone Nos.: +91-(0)11-24666 200/ 24666 200 Fax No.: +91-(0)11-24666 200 E-mail: - contracts@seci.co.in;</p>
2.		<p style="text-align: center;">The Engineer-in-Charge (EIC):</p> <p style="text-align: center;">“Shall be intimated to the successful bidder”</p>
3.	Arbitration (GCC clause 13)	<p style="text-align: center;"><u>Add following to the existing clauses:</u></p> <p><u>ARBITRATION:</u></p> <p>Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre (“IIAC”) in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations (“IIAC Regulations”) for the time being in force, which regulations are deemed to be incorporated by reference in this clause.</p> <p>The place/seat of the arbitration shall be [New Delhi, India]. *</p> <p>* If a place/seat other than New Delhi is chosen, please replace [New Delhi, India] with the city and country of choice (e.g., [City, Country].</p> <p>The Tribunal shall consist of _____ * arbitrator(s). **State an odd number. Either state one, or state three.</p> <p>The law governing the arbitration agreement shall be [Indian Law].</p> <p>The language of the arbitration shall be [English].</p> <p><u>APPLICABLE LAW:</u></p>

SCC No	GCC Clause Ref. No (If Applicable)	Details/ Description/ Special Conditions
		The governing law of the Contract shall be [Indian Law].
4.	Completion/ Contract Period	<p><u>Add the following after Clause 15 of GCC:</u></p> <p>16. <u>COMPLETION/ CONTRACT PERIOD:</u></p> <p>16.1 Completion/ Contract Period for the contract for “Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a five-year Support and Maintenance at SECI’s New Delhi Office” will be of 05 (Five) Years plus 9 (nine) Months as per the milestones indicated in Cl. B.8. of Section-VIII of the tender.</p> <p>16.2 Support & Maintenance: 05 (Five) Years after “Go-live” of the software</p> <p>Effective date for the start of Support & Maintenance period will be the date of Go-live of the software as declared by SECI.</p>
5.	Contract Performance Security (CPS)/ Contract Performance Guarantee (CPG)	<p><u>Add the following after Clause 16 of GCC:</u></p> <p>17. <u>CONTRACT PERFORMANCE SECURITY (CPS)</u></p> <p>17.1 Against the contract, within 30 (Thirty) days from the date of issuance of the GeM Order, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format-III provided in Forms & Formats, Section-VII of tender documents and which shall be amounting to 10% of the Total Contract Value and shall be valid for a total period of 75 (Seventy-five) months from the date of its issuance. The Contract Performance Security shall be in the form of either Bank Guarantee or Insurance Surety Bond and shall be in the currency of the Contract and will be issued in the name of the Owner (Solar Energy Corporation of India Limited). Bank Guarantee towards Contract Performance Security shall be from any Scheduled Commercial Bank as registered with the Reserve Bank of India (RBI) as on the date of issuance of the Bank Guarantee.</p> <p>17.2 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 the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to exceed the ceiling of awarded contract price, the bidder should furnish additional Contract Performance Security on proportionate basis of the percentage for the additional amount in excess to the</p>

SCC No	GCC Clause Ref. No (If Applicable)	Details/ Description/ Special Conditions
		<p>original contract value. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.</p> <p>17.3 Further, any delay in submission of the CPS beyond 30 (Thirty) days after the issuance of GeM Order, 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 GeM Order/ Contract Agreement, in case Contract Performance Security is not submitted within 45 (Forty) days from the date of issuance of the GeM Order. However, total project completion period shall remain same. Part Security shall not be accepted.</p> <p>17.4 If the Bidder or their employees or the bidder's agents and representatives damage, break, deface or destroy any property belonging to the Owner or others during the execution of the Contract, the same shall be made good by the bidder 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 bidder (for which the certificate of the Engineer-in-Charge shall be final).</p> <p>17.5 All compensation or other sums of money payable by the bidder to the Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the bidder 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 bidder 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 sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.</p> <p>17.6 In case the Contractor is unable to submit the CPS with the entire validity as required under Clause 17.1 above, the minimum validity of the CPS to be submitted at the time of submission of Contract shall be 36 months, and the same shall be renewed periodically, for the remaining period prior to expiry of the validity of the CPS.</p> <p>17.7 The Contract Performance Security (CPS) submitted shall be released to the contractor without any interest in the following manner:</p> <p>a. 25% of the CPS amount shall be released within 30 days after successful completion of the trial period subsequent to declaration of</p>

SCC No	GCC Clause Ref. No (If Applicable)	Details/ Description/ Special Conditions
		<p>“Go-Live” of the software by SECI, after deduction of penalties/liquidated damages, if any.</p> <p>b. The remaining CPS amount shall be released in 5 tranches, each comprising 15% of the CPS amount, after successful conclusion of each year during the S&M period, after deduction of penalties/liquidated damages, if any. The last tranche of 15% of the CPS amount shall be released after successful closure of the Contract, and handing over of the source-code by the Contractor to SECI, in addition to submission of other deliverables by the Contractor expected as part of the Contract Closure.</p>
6.	Payment terms	<p><u>Add the following after Clause 17 of the GCC:</u></p> <p>18. PAYMENT TERMS</p> <p>The Contractor/ Service Provider is required to submit their Contract Bills for Payment under the contract for the “Hiring of Services for Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a five-year Support and Maintenance at SECI’s New Delhi Office” as per Rates quoted by them and accepted by SECI along with the relevant supporting documents, if any towards release of payment treating it as a mandatory requirement:</p> <p>18.1 Total Contract value comprises the following two components:</p> <p>18.1.1 Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities</p> <p>18.1.2 Five-year Support and Maintenance at SECI’s New Delhi Office</p> <p>18.2 Payment for the Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities on achievement of deliverable & milestones, if any, shall be released to the Contractor as per the following schedule subject to verification of Invoice and certification by the Engineer-in-Charge (EIC)/authorized officer of SECI after deduction of Taxes & Duties and Liquidated Damages (LD)/ Penalty, if any:</p> <p>18.2.1 10% (Ten percent) of the price as per SOR-1 to be released upon submission of Inception Report by the Contractor and acceptance of the same by SECI.</p> <p>18.2.2 80% (Eighty percent) of the price as per SOR-1 to be released upon successful completion of trial phase of the software by SECI.</p>

SCC No	GCC Clause Ref. No (If Applicable)	Details/ Description/ Special Conditions
		<p>18.2.3 Remaining 10% (Ten percent) of the price as per SOR-1 shall be released upon conclusion of stabilization, security audit of the Portal/System, as duly certified by the Engineer-in Charge/authorized officer of SECI.</p> <p>18.3 Payment for the 5-year Support & Maintenance (S&M) Period, i.e. Price as per SOR-2 shall be released to the Contractor as per the following schedule subject to verification of Invoice by the Engineer-in-Charge (EIC)/ authorized officer of SECI after deduction of Taxes & Duties and Liquidated Damages (LD)/ Penalty, if any as per the provisions of the SLA:</p> <p>18.3.1 Billing Cycle: Quarterly basis.</p> <p>18.3.2 The payment under the contract shall be released on Quarterly basis at the end of each Quarter of the corresponding year.</p> <p>18.3.3 If the Contractor has quoted total 01 (One) year Annual Support & Maintenance Support charges as INR X, then the contractor shall raise the Quarterly invoice/bill with an amount of INR X/4 during that year of the S&M period.</p> <p>18.4 Payment for manpower charges under SOR-3 shall be released in line with provisions of Clause 10.7 of Section-II of this RfS, on quarterly basis, depending on the quarter(s) of the year during which such manpower has been employed by SECI.</p> <p>18.5 All the payments under the contract shall be released within 30 (Thirty) days from the date of submission of all supporting documents and verification by Engineer-in-Charge (EIC)/ IT Division of SECI.</p> <p>18.6 In general, payment of final bill shall be made to Contractor within 30 (Thirty) days of the submission of bill, after completion of all the obligations under the Contract against the final completion.</p> <p style="text-align: center;"><u>NOTES:</u></p> <ul style="list-style-type: none"> All payments shall be made against GST invoices to be raised by service provider as specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard from time to time. In the event that service provider fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, Owner shall not be liable to make any payment against such invoice.

SCC No	GCC Clause Ref. No (If Applicable)	Details/ Description/ Special Conditions
		<ul style="list-style-type: none"> • All payments to be made directly to service provider under the contract shall be made by SECI through electronic payment mechanism (e-payment). • Payment shall be made against submission of Original Invoice subject to verification & acceptance by SECI. • All the payment shall be released from Owner's Head Office, SECI, New Delhi, upon submission of Original Documents as mentioned. • Bidder must quote the price in enclosed price formats (if any) only. The formats shall not be changed and/ or retyped. For any deviation to the Financial Proposal format, proposal is liable for rejection. • Any variation or change in the quantity of the work shall be paid only after the confirmation from SECI official in written. • Payment will be released through RTGS/NEFT/IMPS in the name of Bidder after statutory deductions (if any).
7.	Penalty/ Liquidated Damages (LD)	<p><u>Add the following after Clause 18 of GCC:</u></p> <p>19. <u>Penalty/ Liquidated Damages (LD)</u></p> <p>19.1 Penalty/ Liquidated Damages (LD) for “Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities”:</p> <ol style="list-style-type: none"> Time is the essence of the Contract. In case the Contractor fails to complete the work within the stipulated project milestones defined in the Scope of Work, Section-VIII of tender document, then unless such failure is due to Force Majeure as defined in GCC or due to EMPLOYER's defaults, as Liquidated Damages, a sum equal to 0.5% of the Component-A of the Total Contract Price shall be recovered from the Contractor per complete week of delay or part thereof subject, to a maximum of 10% of Component-A of the Total Contract Price In such cases, SECI reserves the right to cancel the GeM Order/ Contract Agreement (CA) and encash the Contract Performance Security. LD can also be recovered from any payment due to the Contractor.

SCC No	GCC Clause Ref. No (If Applicable)	Details/ Description/ Special Conditions
		<p>19.2 Penalty for “Support & Maintenance Period”:</p> <p>i. Failure to adhere to the provisions of the SLA shall result in a deduction of penalty from the quarterly payment of the Contractor as per the penalty provisions provided under SLA of Scope of Work, Section-VIII.</p>
8.	Periodic Review of the Contract	<p><u>Add the following after Clause 19 of GCC:</u></p> <p>20. The HOD (IT) and or his/her Nominee/ Engineer-in-Charge (EIC) reserves the discretion to conduct a periodic review of the performance of the Contract (preferably on a half-yearly basis) for the services being rendered by the Contractor. Suitable improvement areas, suggestions as suggested by the HOD (IT) and/or his/her Nominee/ Engineer-in-Charge (EIC) shall be incorporated/ improved upon by the contractor accordingly. HOD (IT) and/or his/her Nominee/ Engineer-in-Charge (EIC) 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.</p>

SECTION-VII

FORMS & FORMATS

Preamble

This Section (Section - VII) of the Bidding Documents [named as Forms and Formats (FF)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the EMD, if applicable in the form included hereafter acceptable to the OWNER, pursuant to the provisions in the instructions to Bidders.

The Performance Security (ies) and Bank Guarantee for Advance Payment forms if applicable should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment if applicable, according to one of the forms indicated herein acceptable to the Owner and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid/ Tender and the contract, the text of the Forms herein may need to be modified to some extent. The OWNER reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/ Contractor shall be effected only if the same is approved by the OWNER. The OWNER's decision in this regard shall be final and binding.

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. #:

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 ----- Tender for Hiring of Services for Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a Five-year Support and Maintenance at SECI's New Delhi office.

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 our Affiliates, Parent and Ultimate Parent, have not submitted more than one response to this tender including this response. We are submitting application for Bidder for (enter tender title) 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, first and last page of the document 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 / blacklisted 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 twelve (12) months from the last date of bid submission 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 Service Provider's event of default.

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

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

GENERAL PARTICULARS OF THE BIDDER

Name of the 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	
Bank Details (Name, Account No, IFSC Code)	
PAN No	
Whether the bidder/company has any conflict of interest in executing the Scope of Work specified under this tender related to Power Exchanges	Yes No
GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

FORMAT FOR CONTRACT PERFORMANCE SECURITY

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

Reference:

Bank Guarantee No.:

Date:

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

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

This guarantee shall be valid and binding on this Bank up to and including (insert the date in line with Clause 17 of the GCC) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

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

Our Guarantee shall remain in force until..... [Insert date of validity in accordance with Clause 17 of the GCC]. 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 SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

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

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

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

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

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

This BANK GUARANTEE shall be effective only when the 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.

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

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

Signature: _____
Name: _____
Power of Attorney No.: _____
For _____ [Insert Name and Address of the Bank] _____

Contact Details of the Bank:

E-mail ID of the Bank:
Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature
Name and Address

2.

Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee.

**FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE
SECURITY**

(To be stamped in accordance with stamp act of India)

Insurance Surety Bond No.:

Date:

To

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

Dear Sir,

In consideration of Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Insert name of the Contractor] with its Registered/Head Office at..... (Hereinafter referred to as the Contractor, which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), for, in response to the tender issued by SECI by issuing Notification of Award No.dated..... and the same having been unequivocally accepted by the Contractor, resulting into a Contract Agreement to be entered, vide No. _____ dated _____ and the Contractor having agreed to provide a Performance Security of the amount up to and not exceeding Indian Rupees[Total Value] only.

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 SECI unequivocally, irrevocably and unconditionally, on demand any and all amount to the extent of amount up to and not exceeding Indian Rupees _____ [Total Value] on behalf of M/s _____ [Insert name of the Contractor] at any time up to [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the Contractor 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 SECI and further agrees that the guarantee herein contained shall be enforceable till SECI discharges this guarantee.

SECI 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 Contractor 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, SECI 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 Contractor, 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 Power Purchase Agreement between SECI and Contractor or any other course or remedy or security available to SECI.

The Insurer shall not be released of its obligations under these presents by any exercise by SECI 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 SECI or any other indulgence shown by SECI 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 SECI 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 Contractor and notwithstanding any security or other guarantee that SECI may have in relation to the Contractor'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, 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 Contractor] 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.

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 this tender.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR (Indian Rupees only) and it shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/s[Contractor's Name] on whose behalf this Insurance Surety Bond has been given. 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 on the basis of Clause No. 17 of GCC].

Dated this day of 20..... at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer stamp)

Email id of the Branch for confirmation of this Bond:

Authorized Vide Power of Attorney No.

Date.....

WITNESS :

1.....

(Signature)

.....
(Name)

.....
(Official Address)

2.

(Signature)

.....
(Name)

.....
(Official Address)

Notes :

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. SECI shall be the Creditor, the Contractor 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.
3. 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 Contractor/Insurer issuing the Insurance Surety Bond

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 the tender inter alia for selection of the Contractor 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 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 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 the tender] 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 the tender]. 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, to make the said payment to SECI.

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

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

This BANK GUARANTEE shall be effective only when the 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.

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 based on this Tender] 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

FINANCIAL PROPOSAL
(On Bidder's letter head)

Bid/NIT No./GeM ID _____

Date: _____

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

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- 110023

Sub: Response to Bid/NIT no./GeM ID _____ dated _____ for:

Dear Sir/ Madam,

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

I/ We agree that this offer shall remain valid for a period of twelve (12) months 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

**SCHEDULE OF RATES (SOR)/PRICE BID
(On Bidder's letter head)****SCHEDULE OF RATES (SOR)/PRICE BID**

Tender for the Design, Development, and Implementation of a Power Trading Software for Power Trading Activities, including a five-year Support and Maintenance at SECI's New Delhi Office

THE SCHEDULE OF RATES (SOR)/PRICE BID FORMAT HAS BEEN ATTACHED WITH THE TENDER DOCUMENT FOR REFERENCE.

NOTE

- a) The bidder has to quote Total Evaluated Bid Value (TEBV) only on GeM portal <https://www.gem.gov.in> and Submit Excel Sheet/ Financial Document indicating price break up as per Format-VI: Schedule of Rates (SOR)/Price Bid along with Financial Bid in the prescribed price bid format only on the GeM Portal.
- b) The bidder shall quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.
- c) Tender with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- d) The offer should be valid for a period of 12 months from the date of opening of tender, failing which the bid/tender will be liable for rejection.
- e) All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the Price bid format mentioned.
- f) **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. Bidder shall quote Service charge for all the work as per the Scope of work and Specifications as defined under this document.**
- g) 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 price bid format.

- h) Payment will be made as mentioned in the payment terms.
- i) Variation in taxes, duties, levies etc. after award of job but within the Time schedule as mentioned in Limited Tender shall be to the account of SECI. Any variation in taxes, duties, levies etc. beyond Time schedule shall be to BIDDER's account. 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 rate as applicable on the date of submission of Bid and on 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.
- j) Bidder confirms that he has noted the contents of the Preamble to the Schedule of Rates, Schedule of Rate, Bid Document and quoted his Prices accordingly without any deviation.

BIDDER'S EXPERIENCE
(On Bidder's letterhead)

Ref.No. _____

Date: _____

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

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- 110023

Sub: Tender for _____.

Dear Sir / Madam,

S No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

Note:**Bidders are requested to submit the necessary Documentary evidence including WO/Completion Certificate/ Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders and Commissioning Certificates, if applicable.**

Format for Financial Capability of Bidder
(To be submitted on the Letter Head of the Chartered Accountant)

1. ANNUAL TURNOVER OF LAST 3 YEARS:

S No	Financial Year	Turnover	Remarks
1			
2			
3			
	Total		
	Average Annual Turnover		

2. NET WORTH OF LAST FINANCIAL YEAR:

S No	Financial Year	Net Worth	Remarks
1			

3. WORKING CAPITAL AS PER LAST FINANCIAL YEAR

S No	Financial Year	Working Capital	Remarks
1			

In addition to the above, the Bidder shall submit copies of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2024/31st March 2025.

Date:

Signature of Chartered
Accountant with Seal

Seal and Signature of Bidder

UDIN:

"NO DEVIATION" CONFIRMATION
(On Bidder's letterhead)

To,

M/s (Name and address of SECI)

SUB: Bid for _____.

Dear Sir,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

E-Banking Mandate Form
(On Bidder's letterhead)

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

I/We hereby authorize 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 Bidder/ Service Provider/Vendor/customer)

FORMAT FOR BOARD RESOLUTIONS
(On Bidder's letterhead)

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 “**Tender for** _____” dated _____” 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:

DIR/Membership No.:

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.

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 Tender for 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 Tender.

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).

**DECLARATION REGARDING BANNING, LIQUIDATION, COURT
RECEIVERSHIP ETC.
(On Bidder's letterhead)**

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

Bid No:

Date:

Sub: Bid for “Tender for _____”.

Dear Sir / Madam,

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

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

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:

**DECLARATION REGARDING NO STAKE IN ANY EXCHANGE PLATFORM IN
INDIA**
(On Bidder's letterhead)

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

Bid No:

Date:

Sub: Bid for “**Tender for** _____”.

Dear Sir / Madam,

We hereby confirm that We, M/s _____, including our Parent/Ultimate Parent/Affiliates and any of our Group Companies, do not hold, directly or indirectly, any equity shareholding, ownership interest, or voting rights in any of the Power Exchanges operational in India, and we do not have any conflict of interest with respect to the execution of the Scope of Work under this tender.

Further, we also confirm that in the event of a Contract being entered into between SECI and ourselves, we will not hold, directly or indirectly, any equity shareholding, ownership interest, or voting rights in any of the Power Exchanges operational in India during the tenure of our Contract with SECI.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORMAT FOR CYBER SECURITY AGREEMENT

To be executed by the successful bidder and shall form part of the Contract Agreement.

This Non-Disclosure Agreement (“Agreement”) is made effective on this..... (“Effective Date”)

By and Between,

Solar Energy Corporation of India Limited (SECI) which expression includes its successors and assigns), hereinafter referred as Owner.

And

{**Contractor Name**} having its registered office at which expression includes successors and assigns, hereinafter referred as Receiving Party / Contractor.

Both collectively referred to as “Parties” and individually as “Party”.

WHEREAS

- A. Solar Energy Corporation of India Limited (SECI) is a CPSU under the administrative control of the Ministry of New and Renewable Energy (MNRE), set up on 20th Sept, 2011 to facilitate the implementation of NSM and achievement of targets set therein. It is the only CPSU dedicated to the solar energy sector. It was originally incorporated as a section-3 (not for profit) company under the Companies Act, 2013. In the present outlook of the RE sector, especially solar energy, SECI has a major role to play in the sector’s development. The company is responsible for implementation of a number of schemes of MNRE for large-scale grid-connected projects under NSM, solar park scheme and grid-connected solar rooftop scheme along with a host of other specialised schemes. In addition, SECI is also developing its own Solar, Floating & Hybrid innovative RE Projects & is providing consultancy services to various major CPSUs for developing turnkey basis RE Projects. The company also has power trading license and is active in this domain through trading of solar power from projects set up under the schemes being implemented by it.
- B. The Contractor is engaged in
- C. Owner and Contractor are desirous of pursuing a mutually beneficial relationship through the execution of Contract awarded by owner to the Contractor vide No.... Dated The Contractor agrees that in the course of their association for executing the said Contract Agreement, there may be sharing of confidential information between them. Through this Agreement, both parties define the obligations with respect to the confidential information.
- D. Contractor may receive from the other Party i.e. Owner certain technical, non-technical, financial, business and other proprietary and confidential information in relation to their respective businesses and contract specific tasks.
- E. Due to various Information Security related risks associated with the execution of the contract, Owner desires to mitigate the perceived risks and seeks to protect its physical and intellectual assets through defined agreements with the Contractor.

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Contractor agrees as follows:

1. Confidential Information

“Confidential Information” shall mean any and all information disclosed to, or otherwise acquired or identified or observed by the Receiver including its subsidiaries and affiliates, and each of their respective directors, employees, representatives and agents from the Disclosing Party and its affiliated companies, relating to the business of the Disclosing Party, or received from others that the Disclosing Party is obligated to treat as confidential, and other materials and information of a confidential nature whether communicated in writing, orally, electronically, photographically, or recorded in any other form of media, including, but not limited to, all sales and operating information, contractor’s information, employee and other human resource information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, specifications, technical configurations, concepts, reports, methods, processes, techniques, operations, devices, , product schematics or drawings, descriptive material, patent and patent applications, trade secrets, trademarks, trade names, specifications, software (source code or object code) and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright or any other intellectual property right.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.

Notwithstanding the above, all Confidential Information shall be specifically marked as “CONFIDENTIAL” while disclosing the same to the Receiving Party. If the same is orally disclosed, then the same to be reduced in writing and marked as “CONFIDENTIAL”. Supplier, sub-contractor and other parties engaged by the Disclosing party shall have the same rights and obligations for the Confidential Information.

2. Obligations of Receiving Party relating to Information Security

Contractor agrees to conform to the following requirements:

- a) All intelligent electronic devices (IEDs), including devices with embedded software, Automation servers Controllers, HMIs and associated network components wherein the data is routable (equipped with Ethernet/optical Ethernet, Serial/Optical Serial) must have capabilities to exceed or meet applicable technical requirements under IEEE-1686:2013 for satisfying IEC/ISO:62443-2-3, IEC/ISO:62443-2-4 and IEC/ISO:62443-3-3 requirements.
- b) Contractor agrees to submit required evidence for conformance to IEC/ISO:15408 for identified network-based systems such as routers, firewalls, SIEMs etc.
- c) Contractor agrees to provide IT architecture details such as Firmware details, Operating System, databases, middle-ware, application frameworks and related third-party drivers, software component libraries, including usage of virtualization/container technologies, of all devices qualifying under clause (a) above to facilitate vulnerability analysis of the device. OWNER reserves the right

- to undertake appropriate black-box testing of any system, subsystem to independently ascertain vulnerability of the product/solution.
- d) Contractor agrees to enable use of Indian Regional Navigational Satellite Constellation (IRNSS) based Time Synchronization signals through appropriate use of GPS technologies that support PTP (IEEE 1588), if available commercially. In case the same are not available commercially, Contractor may supply the GPS Clock as per their solution requirement. However, in case OWNER supply the Indian Regional Navigational Satellite Constellation (IRNSS) based Time Synchronization signals through appropriate use of GPS technologies that support PTP (IEEE 1588) during this contract period (up to start of the Factory System Test), Contractor shall replace the existing Clock with the OWNER supplied timing solution in the Control and Protection system, without any cost implication to OWNER.
 - e) Contractor commits to ensure, its adherence to secure software development life-cycle processes as per IEC/ISO:24748-1 or a similar standard and commits itself for voluntary disclosure of vulnerabilities in the system. Contractor agrees to develop and provide patches, including those of the third-party software components, for the Contractor disclosed vulnerabilities and also for the vulnerabilities discovered/ reported by any third-party organization. The Contractor agrees to ensure supply and installation of patches up to the defect liability period of the system.
 - f) For all software, operating system, software patches, version upgrades, firmware images etc authorized by the Contractor to be installed during the Life-Cycle of the project, the Contractor agrees to inform OWNER through a digitally signed email, the SHA-256 checksum of all software components.
 - g) The Contractor agrees to provide a list of all equipment and processes where data encryption is used. All required details for Key Management shall be provided to OWNER. OWNER at its own cost, shall supply requisite digital certificates/keys for installation and configuration of such systems as may be required for securing its interest.
 - h) OWNER shall provision Notebook PCs as per recommendations of the Contractor, which shall be only authorized device from which access to the network in use by OWNER, shall be permitted for any preventive maintenance, update and configuration.
 - i) The Contractor agrees to sign an undertaking as per Annexure-A, for its commitment to ensure bug and malware-free software/ software patches/ embedded software/ firmware in systems such as PLC Cards/ Logic Cards/ other microprocessor based intelligent systems. The Contractor agrees to declare with each shipment, whether during initial supply stage or subsequent repairs, diagnostics or upgrades, that it shall be solely responsible for any Criminal and/ or Civil Liabilities arising from failures due to such malware/bug. The Contractor further agrees to send a digitally signed statement by email, detailing SHA-256 checksum of all firmware/software components installed during any field/factory activity.
 - j) The Contractor agrees not to access through use of WiFi/ Bluetooth based networking to any device anywhere in the controlled network. All Bluetooth/ WiFi devices shall be disabled from associated firmware and Operating System in applicable devices of the controlled network.
 - k) The Contractor agrees to submit details of all devices equipped with Serial Ports (RS232C/RS485/USB etc including with Optical interface), Virtual Serial Ports

and Serial over Ethernet. Only OWNER permitted devices shall be attached to serial ports. The Contractor agrees to provide systems to log details of any serial devices connected during the operation of the equipment.

3. **Protection of Confidential Information**

a) **Use:**

The Receiving Party understands and acknowledges that the Confidential Information has been developed or obtained by the Disclosing Party by the investment of significant time, effort and expense, and that Confidential Information is a valuable, special and unique asset of the Disclosing Party. Therefore, the Receiving Party agrees to hold in confidence and not to disclose the Confidential Information, to any person or entity without similar obligations agreed between the Receiving Party and such person or entity. The Receiving Party will use the same standard of care it would use to secure and safeguard its own confidential information of similar importance, but in no event less than reasonable care.

b) **No copying:**

The Receiving Party will not copy or modify any Confidential Information without the prior written consent of the Disclosing Party, except where such copy or modification is required for the purpose of the execution of the contract. Any permitted reproduction of confidential information must contain all confidential or proprietary legends which appear on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure or use of the confidential information.

c) **Permitted disclosures**

The Receiving Party shall permit access to the Disclosing Party's confidential information solely to the Receiving Party's Representatives and contractors who (i) have a need to know such information; and (ii) have signed the specified confidentiality agreement / similar contract conditions in favour of Receiving Party. All staff of Receiving Party (on-roll or outsourced) shall be bound by the terms of this Agreement. The Contractor agrees to individually authorize each of the member of staff assigned with the project, binding them individually with the terms of similar to this Agreement during and also post-employment.

d) **Additional obligations:**

The Receiving Party shall

- (i) notify the Disclosing Party promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the Disclosing Party's confidential information by any person or entity which may become known to the Receiving Party;
- (ii) promptly furnish to the Disclosing Party full details of the unauthorized possession, use or knowledge, or attempt thereof;
- (iii) use reasonable efforts to assist the Disclosing Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;
- (iv) use reasonable efforts to cooperate with the Disclosing Party in any litigation and / or investigation against third parties deemed necessary by the Disclosing Party to protect its proprietary rights;

- (v) promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of confidential information;
- (vi) comply with the directives of authorized agencies of Government of India, through appropriate technical configurations and custom modifications to achieve compliance as sought by them from time to time; and
- (vii) extend its services as may be required, at least once annually, during the Information Security audits.

e) **Unauthorized Disclosure of Information:**

If it appears that the Receiving Party has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Disclosing Party shall be entitled to an injunction to restrain the Receiving Party from disclosing, in whole or in part, the Confidential Information. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, subject to suitable notice of the same to Receiving Party and Receiving Party wilfully neglecting such notice or duties under the Agreement after such notice including a claim for losses and damages.

f) **Exceptions:**

The following shall not be considered as Confidential Information:

- (a) Any information that the Receiving Party can show by documentary evidence was in its possession prior to the disclosure to it hereunder; or
- (b) Any information that comes into the possession of the Receiving Party's Representatives, from another party who is under no obligation to the other to maintain confidentiality of such information; or
- (c) Any information that becomes generally known other than through the fault of the Receiving Party,
- (d) Any particular portion of the Confidential Information which was developed by Receiving Party's Representatives independently of and without reference to any Confidential Information or other information that the Disclosing Party has disclosed in confidence to any third party.
- (e) Information available in the public domain whether in tangible or intangible form.
- (f) Information that is not proprietary or confidential to the Disclosing Party but an information received from third party not connected to the Project.
- (g) Information that has not been marked by the Disclosing Party as "Confidential". The burden of proving these exceptions to the provisions of this Agreement resides with the Receiving Party.

4. **Remote Support:** Remote Support shall be permitted only as per ISO 27001 Policy and Procedures. Further, remote support will only be permitted from within geographical boundaries of India. OWNER reserves the right to only permit the remote support with the presence of OWNER's authorized representative at the remote end.
5. **Compelled Disclosure:** In the event that Receiving Party or any of Receiving Party's Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents) to disclose any of the Confidential Information to the authorities as per mandatory law, it is agreed that Receiving Party or Receiving Party's Representatives, as the case may be, will provide Disclosing Party with prompt notice of such request(s) so that Disclosing

Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party grants a waiver hereunder, Receiving Party or Receiving Party's Representatives may furnish that portion (and only that portion) of the Confidential Information which Receiving Party is legally compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded any Confidential Information so furnished.

6. **Information Security Audit:** OWNER reserves the right to undertake a second party / third party Information Security Audit at any point as may be required, to ascertain the risk/ vulnerability/ threats and the Contractor agrees to take necessary corrective measures in-situ or within a defined time frame, as the case may be.
7. **Term and Termination:** This Agreement shall be valid during the contractual period w.e.f. the date of signing of the main contract agreement.
8. **Return of Confidential Information:** Upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all written materials / digital media containing the Confidential Information to the extent possible by the Receiving Party. The Receiving Party shall also deliver to the Disclosing Party written statements signed by the Receiving Party certifying that all materials have been returned within five (5) thirty (30) days of receipt of the request. Any unreturned Confidential Information shall be required to be maintained with similar confidentiality obligation for 10 years or as per applicable law, whichever is longer.
9. **Remedies:** Receiving Party acknowledges that money damages may be incalculable and an insufficient remedy for any breach of this agreement by Receiving Party and that any such breach may cause Disclosing Party irreparable harm. Accordingly, Receiving Party also agrees that, in the event of any breach or threatened breach of this Agreement, Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.
10. **Relationship of Parties:** Neither party has an obligation under this Agreement to purchase any service or item from the other party or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership or joint venture.
11. **No Grant of Proprietary Rights:** The Receiving Party recognizes and agrees that, except as expressly and specifically set forth in this agreement, nothing herein shall be construed as granting any proprietary right, by license, implication, estoppel or otherwise, to any of the Disclosing Party's, confidential information, trade mark, trade name or to any invention or any patent right that has issued or that may issue based on such confidential information. All information disclosed is provided "as is" without any warranties of any kind.
12. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the Indian laws without regard to its conflict of law principles. In particular, the provisions of Information Technology Act 2000, and rules framed thereunder shall be applicable. Further the outline of system level requirements shall be in conformance to

IS:16335-2015 standard. The applicable Information Security Policy shall be the ISO-27001:2013 policy and procedures of OWNER as modified from time to time.

13. **Jurisdiction and Venue:** In connection with any litigation arising hereunder, Parties hereby

- (i) irrevocably and unconditionally submit to the exclusive jurisdiction of courts in Delhi and
- (ii) Further that disputes if any, shall be dealt with as per the provisions of the dispute settlement clause mentioned in the contract / General Conditions of Contract (GCC).

14. **General Provisions:**

- (a) This Agreement sets forth the entire understanding of the Parties regarding confidentiality. Any amendments must be in writing and signed by both parties.
- (b) This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement and no Party shall have the authority to bind the other without the separate prior written agreement thereof.
- (c) This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at by their duly authorized representatives as of the date first set forth above.

(OWNER)

Signature: _____
Name: _____

Signature: _____
Name: _____

Title

Title:

Format for Pre-Bid Queries

Tender for Hiring of Services for Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a five-year Support and Maintenance at SECI's New Delhi Office

Sl. No.	Tender Section	Page No.	Clause No	Description as per Tender Document	Queries	Category (Finance/Technical/Contractual)	Clarifications
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

SECTION-VIII

SCOPE OF WORK/ TECHNICAL SPECIFICATIONS

A. INTRODUCTION

1. Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion, and commercialization of solar energy and Renewable Energy technologies in the country.
2. SECI seeks to implement a comprehensive software for SECI’s market-based Business Model & Portfolio Management of Utilities including a Carbon Trading Module . The software should consist of client registration module, Power bidding module, Billing and Energy Account Module, Dashboard and MIS module, LP based optimization and Arbitrage module for BESS and Carbon Trading Module. The solution must be scalable, modular, compliant with Indian IT regulations, and ensure compatibility with Power Exchanges.
3. The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must be furnished. Failure to provide the information and/ or documents as required may render the bid unacceptable.
4. The Bidders shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all work he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

B. CONTRACTOR'S SCOPE OF WORK/SERVICE

Solar Energy Corporation of India Limited (SECI) is having its Corporate cum Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023. The Board Level Executives of SECI are sitting at 1st Floor, Plate-B, NBCC Office Block Tower-4, East Kidwai Nagar, New Delhi - 110023.

The various services required under this tender are as follows:

1. General

- i. The Contractor shall provide a **“Software as a Service”** and Manpower to SECI for carrying out Power Trading Activities on behalf of SECI through Power Exchanges, DEEP Portal, and Bilateral Mode etc. on monthly Fixed Fee/Retainer Basis in line with the terms & conditions of this tender.
- ii. The overall scope of work will include Design and Development of a customized Power Trading Software Solution in accordance with the needs of the Power Trading business of SECI for seamless and smooth functioning and 5 years' Support & Maintenance at SECI's New Delhi Office. The duration of the Contract shall be initially for a period of five years in addition to the timeline stipulated for deployment and “go-live” of the Software/system being developed by the Contractor. The same can be further extended based on the Contractor's performance for a maximum period upto 02 (Two) years at the same rate, terms & conditions.
- iii. In order to carry out power sale in the market, be it merchant sale, real time trading or scheduling, a module needs to be developed with end-to-end integration which can cover SECI's entire short-term power trading functions i.e. bid management, bidding, billing, reporting etc. The module shall also be flexible so that it can take care of dynamic regulatory changes and portfolio changes. The module should also be able to provide insights on power exchange & bilateral transactions to enable SECI to make an informed decision while also reducing manual efforts.
- iv. The IT solution will be web based, and role-based access shall be given to relevant stakeholders of SECI for submission of data, bid submission, reporting, etc. The system will be sharing / exchanging data in real or near real time with centralized systems and internal systems for managing power trading functions and subsequently generation of energy statements, invoices, payment reconciliation, etc.
- v. Software/Portal should be responsive, i.e., to support a responsive page design compatible with multiple-size screens (Computer, Tablet, etc.). The layout and navigation panel position should be distinct and visible to the users.
- vi. During the software development phase, the Contractor shall designate a Project Coordinator/Project Manager who will serve as the single point of contact with SECI. The designated representative shall be responsible for coordinating with SECI, obtaining necessary inputs, incorporating the same into the software prior to the Go-Live stage, and visiting SECI's office as and when required for discussions or reviews, preferably once in every fifteen days.

- vii. The software shall be hosted on a secure Cloud platform (**MeitY empanelled**) and shall be managed by Bidder only for the entire period of the contract. The Contractor shall maintain availability of 99.5%. The bidder shall ensure compliance with guidelines issued by MeitY for development and hosting at the MeitY empanelled cloud service provider (CSP).
- viii. The tentative workflow of the module should be as follows:
- ix. Integrated Search Functionality: Provision of full-text search on the portal for all the content. When entering any keyword, the system must be able to search all links.
- x. Any planned downtime should be taken beyond SECI's working hours.

2. The key deliverable sub-modules under the proposed software are:

i. Client Registration Module:

- Client Portal for new client registration
- Power exchange and bilateral contact management and repository

ii. Power Bidding Module

- Price Forecasting for Day Ahead Market (including Green-Day Ahead Market)
- Power exchange bidding and Bilateral Trading
- NOC Management
- Bid Validation and approval
- Bid Upload functionality
- Automated bid preparation and formatted Open Access creation
- Open access and scheduling management
- API Integration with Power Exchanges, NOAR and GRID India
- Bid Replication Feature for DAM, RTM, TAM, GRTM etc. to streamline bidding
- Management and configuration of ISTS or other charges for billing
- Provision for direct client-side bid submission to the Exchange

iii. Billing and Energy Account Module:

- Power Exchange and Bilateral Billing
- Invoice generation: Energy, Open Access, Compensation, Refund, etc.
- Payment accounting, TDS reconciliation
- Data sharing with ERP and integration of ERP with Power Exchange

iv. Dashboard and MIS Module:

- Dynamic dashboard for User and Client with all the required information (Market Analytics Real time).
- MIS report generation depending on the requirement.
- Query based reporting
- Bid Management
- Market Monitoring Dashboard
- Optimization Dashboard for Battery Energy Storage Systems (BESS)

v. Linear Programming Based Optimization & Arbitrage Module (BESS)

vi. Carbon Trading Module

- Integration with WBES for fetching and maintaining the registry of carbon credits

- Trading of carbon credits on exchange
- Repository maintenance and record keeping

3. Power Trading Software Solution

Contractor shall develop a customized Power Trading Software Solution in accordance with the needs of the Power Trading business of SECI for seamless and smooth functioning. Software Solution shall be capable to carry out functions including (but not limited to) the following:

- i. To prepare software design document (blueprint) in consultation with SECI and to provide software provisions as per finalized design document. The solution shall be customized as per the requirement of SECI.
- ii. Automatic generation of bids and automated process approvals for submission of bids by SECI and its clients for all Power Exchanges for all products including, but not limited to the following:
 - a. Day Ahead Market
 - b. Term Ahead Market
 - c. Green- Day Ahead Market
 - d. Real Time Market
 - e. Green Real Time Market
 - f. Green Term Ahead Market
 - g. Renewable Energy Certificate
 - h. Energy Saving Certificate
 - i. Renewable Purchase Obligations (RPO)
 - j. HP-DAM, Battery etc.
 - k. Carbon Trading & maintenance of registry
 - l. Ancillary services
- iii. To create new clients for SECI, to perform user access and roles Management for external clients and SECI.
- iv. To perform Bid validation including but not limited to pre-payment balance of client (total bid value + margin requirement).
- v. To perform bid edits/cancellations for users before the cut off time.
- vi. To provide bid submission update, bid execution status update, bid Acceptance - Rejection, Daily obligation report, Settlement information etc. to clients via email/SMS.
- vii. To provide Dashboard/Reporting feature to SECI & individual clients by collecting data from different sources available in public domain (CERC, CEA).
- viii. To carry out Daily or Weekly billing/ Invoice from Exchanges and to reconcile bid data between Trading Portal & Exchange and also Energy Accounting.
- ix. Updation/Upgradation of software from time to time in line with the statutory, regulatory and other requirements.
- x. Bilateral Transactions: Submission of Energy Schedules from clients to SECI, Updation of Schedule, Energy Accounting & Settlement, Billing/ Invoice etc. as required to carry out Bilateral Transactions.
- xi. To advise SECI for forecasting of estimated price on Day-ahead & RTM basis regarding sale of power on Exchanges. API based integration with PX, RLDC, SLDC clients & any

other stakeholders.

- xii. To provide web-based software with a provision to provide role-based access to SECI employees including management officials, Sellers, Buyers, Traders registered on Power Trading Software/ Portal.
- xiii. To provide features for Battery Energy Storage System (BESS) Optimization - capable of capturing schedules of charging/discharging of the batteries. This will include assessing the prices in DAM/ RTM market and accordingly suggest charging/discharging timeslots considering surplus/ deficit scenarios. The software solution will provide features of forecasting demand, price and battery behavior, suggesting output for optimal dispatch, battery degradation related profile on Dashboard, etc. forecasting demand, price and battery behavior, suggesting output for optimal dispatch, battery degradation related profile on Dashboard, etc.

4. Manpower Deployment During S&M Period

- i. Upon SECI's request, the Contractor shall deploy 01 (One) executive having minimum qualification of B.E./B.Tech /MBA (Finance/Power Management) and should have Minimum 03 years' post qualification experience in the field of power market operations/ power trading/ energy scheduling.
- ii. The deployed Executive shall work for 8 hours/day for 6 days per week and shall report to EIC at SECI's Office in New Delhi or any other designated place during the contract period. The general shift timings shall be 9:30 AM to 6:30 PM (including 30 minutes' lunch break). However, the work timings and working days shall be as required to EIC as per work requirements. Further, the Contractor must provide 24x7 remote support. The Contractor's manpower shall fully associate with SECI manpower to enable SECI's manpower to get fully conversant with power trading activities. Further, Contractor will provide additional manpower, in case required to SECI for managing the RTM / 24*7 requirements of clients on the same rates (provided in the BOQ item no 2 on pro rata basis) terms & conditions. In case the deployed executive is on leave, Contractor shall provide replacement of deployed manpower having similar experience, qualification & competency.
- iii. Manpower shall be responsible to carry out the following functions:
 - a. Power trading activity on the software from end to end.
 - b. Exploration and analysis of various Opportunities available on Power Exchanges, DEEP Portal, Banking Option, Term Contracts, Bilateral Agreements, Round-the-Clock etc. as per Market Trends and arrangement of Clients/Customers and executing power trade transactions for SECI.
 - c. Coordination with potential clients through e-mail, physical meetings etc. to understand their power & portfolio optimization requirements and prepare proposals/solutions for the same.
 - d. Maintain database for potential buyers & sellers, competitor analysis, buying trends, key contacts, Policy and regulatory updates.
 - e. Provide advisory support for Selection of Target products (DAM, TAM, RTM, Bilateral Products, Banking etc.) so as to maximize trading margin of SECI.
 - f. OA Reservation and scheduling of power on NOAR/RLDC/SLDC Platform and all necessary formalities as per requirement.
 - g. Energy Accounting, Reconciliation and providing assistance to SECI in commercial issues, including energy traded and revenue realized after accounting the regulatory,

- statutory, open access charges and any other incidental charges etc. during the contract period so as to provide a clear assessment of the profit earned by SECI.
- h. Assist SECI in maintaining periodical regulatory compliances towards CERC, SERCs, RLDCs, Exchanges, including preparation of formats, submissions (if any) etc.
- i. To provide Contractual support to frame agreements to cover and safeguard risks associated with the transactions etc.

5. Implementation:

The Scope of Work mentioned in this bid document are indicative in nature, and requirements finalized/approved during the blueprinting phase will be considered for realization/coding of the system. The following responsibilities will be assigned to the vendor:

- 1) Business Blueprint (AS-IS business process, To-be business process)
- 2) Design, configuration, customization and implementation to meet the solution requirements.
- 3) Reports development/configuration
- 4) Interfacing and integration with power exchanges.
- 5) Testing, including related audit/ validation
- 6) Training & User Manuals
- 7) Go-Live

6. IT Security and Compliance:

- I. All transactional data, trading data, user information, commercial data, billing records, settlement files, logs and historical archives generated as part of this engagement shall be classified as Confidential Data belonging solely to SECI. No data shall be shared with any third-party entity without the express written approval of SECI.
- II. The Selected bidder shall ensure compliance with the following (as applicable):
 - a. CERT-IN Guidelines/Directives
 - b. ISO 27001
 - c. NIST Cybersecurity Framework
 - d. OWASP Top 10 secure coding guidelines
- III. Mandatory Security Controls
 - a. Multi-Factor Authentication
 - b. TLS 1.3 encryption
 - c. Data encryption at rest
 - d. Secure API authentication
 - e. Penetration Testing prior to Go-Live
- IV. All bid data, market communication logs, schedules, invoices, settlement statements, OA/NOC documents, and related audit logs shall be archived securely for a minimum period of seven (7) years, in compliance with CERC Power Market Regulations 2021, CERC Trading License Regulations 2020, IEGC 2023, and CEA Cyber Security Guidelines 2021.
- V. The solution should support concurrent users, real-time dashboards and high trading volume workloads as specified by SECI. Performance shall not degrade during market peak hours.
- VI. Penalties shall be applicable for non-adherence as per comprehensive Service Level Agreement (SLA).
- VII. **Exit Management:** The bidder shall extend support for a smooth migration of services without disruption to SECI operations. Upon expiry or termination of the contract, the bidder shall deliver:
 - a. Source code
 - b. Database dump

- c. Environment set-up scripts
 - d. Cloud architecture along with the latest BoM
 - e. DR setup details
 - f. Integration configuration
 - g. Security/admin credentials
 - h. Technical runbook
- VIII. The Contractor shall not impose dependency on proprietary runtime, proprietary database, proprietary storage format or licensing mechanisms, which may restrict portability, interoperability or future use by SECI.
- IX. **Deliverables:** The selected Bidder shall submit comprehensive documents at the time of Go-live as mentioned below:
- a. Change management Plans
 - b. Backup & Retention Policy
 - c. Incident Management and Response Plan
 - d. Business Continuity & Disaster Recovery Plan
 - e. Complete Cloud Architecture documentation, including Development/ QA/ Production environment.
Implement authentication (MFA) for secure access.
- X. **Cloud Hosting and Compliance Requirements**
- a. Successful bidder shall ensure compliance with guidelines issued by MeitY for development and hosting at the MeitY empaneled cloud service provider (CSP).
 - b. The selected bidder shall host the entire portal, including its application layer, database, API services, logs, and backups, on a Sovereign Cloud infrastructure located within India. The cloud environment shall ensure complete data residency, operational control, and administrative sovereignty within India's territorial jurisdiction.
 - c. **Definition of Sovereign Cloud:** For the purpose of this tender, Sovereign Cloud means a cloud service: a. Physically hosted within India, b. Operated by an entity incorporated and registered under Indian laws, c. Governed solely by Indian jurisdiction and data protection laws, and d. Ensuring that no data (including metadata, logs, or administrative credentials) is transferred, processed, or stored outside India.
 - d. **Compliance Standards:** The Sovereign Cloud infrastructure shall comply with the following:
 - i. Digital Personal Data Protection Act, 2023 (DPDP Act).
 - ii. Information Technology Act, 2000 and allied Rules.
 - iii. MeitY Empanelment for Cloud Service Providers (CSPs) and STQC/MeitY accreditation.
 - iv. Any other regulatory or security directives applicable to Government/PSU Systems
 - e. **Audit and Security Assurance:** SECI reserves the right to conduct security and compliance audits through CERT-In-empaneled auditors or authorized third parties. The Service Provider shall ensure full cooperation and provide necessary access for verification of compliance, logs, and configurations.
 - f. **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.
 - g. Secure data practices, including encryption (at rest and in transit), access control, log retention, audit logs and ISO 27001 controls should be implemented.

- h. The BoM must be sufficient to support horizontal and vertical scalability, meet 99.5% uptime, and ensure compliance with CERT-In Cybersecurity Guidelines 2022.
- i. The bidder shall submit a comprehensive cloud deployment architecture, including environment sizing, instance specifications, storage plans, backup & restore policy, security configurations, and availability zone strategy.
- j. **Data Ownership and Access Control:** All data, content, configurations, backups, and system logs generated under this project shall remain the property of Solar Energy Corporation of India Limited. The Service Provider shall not transfer, share, or provide remote access to any foreign entity or jurisdiction without the SECI's written approval.
- k. A fully operational Disaster Recovery (DR) instance in a separate seismic region in India must be provisioned, at a minimum, for the production environment with the following requirements: $RPO \leq 30$ minutes & $RTO \leq 4$ hours. The bidder should conduct the annual DR drills to ensure uninterrupted business continuity of power trading operations in all circumstances.

XI. The selected bidder should have the daily incremental and weekly full backup of the system.

XII. Administration, Access Controls & Identity Management:

- a. Role-Based Access Control (RBAC) Framework
 - i. Maker-Checker for critical actions (bid submission, NOC changes, etc.).
 - ii. Separate roles for admin, trader, finance, auditor, and client users.
- b. Identity & Access Management (IAM) Requirements
 - i. Multi-Factor Authentication (MFA) for all users.
 - ii. SSO compatibility with Microsoft Entra ID.

7. Training and Support:

- 1) Selected Bidder must conduct user training sessions for SECI staff.
- 2) Selector Bidder must provide user manuals and knowledge base articles.
- 3) Selected Bidder must ensure helpdesk support.
- 4) Selected Bidder must ensure routine system updates, bug fixes, and performance optimization.

8. Milestone-wise Schedule of Delivery:

Sl. No.	Milestone	Description	Timeline
1	Issuance of NoA/LoA		D0
2	Phase-1	Inception Report and FRS finalization	D0 + 1 Month (D1)
3	Phase 2: UAT & Security Testing	Comprehensive UAT, performance, and security audits of the system.	D1 + 5 months (D2)
4	Phase 3: Deployment, Training & Go-Live	Final deployment, user training, and "Go-live" of the solution.	D2 + 1 Month (D3)
5	Total Project (Duration)	End-to-end implementation from Contract signing.	D0 + 6 Months (D4)
6	Trial Phase	After Go-live and before the commencement of the Support and Maintenance period	D4 + 3 Months (D5)

7	Support & Maintenance Phase	Upon Completion of Trial Period and till the end of S&M Period	D5+60 Months (D6)
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9. Support & Maintenance (S&M):

The Contractor shall manage and maintain the portal/software, including, but not limited to, providing the following activities:

- 1) Annual Technical Support and/or Maintenance will be provided by the Contractor from the Go-Live date for five years, which will be renewed annually, subject to the satisfactory performance and requirements of SECI.
- 2) The 5-year S&M period will be considered on calendar year basis. For example, if the “Go-Live” is declared on 15.10.2026, the 5-year S&M period will be denoted as follows:
 - 1st year of the S&M period shall commence from 15.10.2026 to 14.10.2027
 - 2nd year of the S&M period shall commence from 15.10.2027 to 14.10.2028
 - 3rd year of the S&M period shall commence from 15.10.2028 to 14.10.2029
 - 4th year of the S&M period shall commence from 15.10.2029 to 14.10.2030
 - 5th year of the S&M period shall commence from 15.10.2030 to 14.10.2031
- 3) The Contractor shall provide a dedicated project manager during the period of the Contract who should be present for discussions and essential meetings and should act as a point of contact.
- 4) Removing bugs, rectify errors, etc., for proper portal functioning, and making changes that may be necessary due to legal/statutory changes, etc.
- 5) The Contractor shall monitor & optimize the software for performance (e.g. ensuring sites/dashboards have enough web-based storage space, are loading quickly, etc.) and ensure adherence to the up-time guarantee.
- 6) All the new development(s) should comply with existing standards and shall be free from all known vulnerabilities and bugs.
- 7) The Contractor shall provide off-site (remote) support on 24x7 basis. However, to meet certain statutory & regulatory compliances, support may be required post-support hrs./Public holidays as well. Prior intimation would be sent to the Contractor.
- 8) Patch Management: The Contractor shall take care of application patch management, Patch updates and upgrades.
- 9) Security & Performance Monitoring: The Contractor shall maintain the portal's integrity against spam, ransomware, hackers, viruses and electronic attacks via firewalls, security software passwords, etc.
- 10) **Enhancements/ Module Development:** The Contractor will be responsible for developing any new modules and/or enhancements of the portal. Such requirements will be considered as a Change Request (CR). Development for CR catering to approx. 30 man-days of effort will be required to be carried out by the Contractor without any additional charges being levied from SECI. If CR is to be developed with efforts of more than 30 man-days, the same will be done at a fixed rate of Rs. _____/man-day.

In case no CR is made in a particular year or 30 man-days are not fully used by SECI in a particular year, then the balance number of man-days will be carried forward to the next year of the S&M Period.

For example, please refer to the table below

Sl. No.	Contract Year	Non-Paid Man-Days Included at the Commencement of Contract Year	Man-Days Utilized by Employer/SECI	Balance Man-Days to be Carried Forward to Next Year
1	1st	30	30	0
2	2nd	30	10	20
3	3rd	30+20	50	0

11) **Security Audit:** The Contractor will assist during the security audit and resolve all the vulnerabilities found during the security audit.

12) All Software licenses & tools (such as Database, application server, etc.) required for the development and hosting of the proposed portal shall be arranged by the Contractor without any additional cost to SECI. However, if the software is open source, then a stable version should be identified and used by the selected bidder.

13) License for services from other portals and 3rd parties shall be provided by the Contractor to SECI as a part of the Contract if required for the use of the portal.

14) Upon termination of the Contract, the Contractor shall submit the source code of the software to SECI in a CD.

10. **Service Level Performance:** Quality of Service is measured by using some predefined metrics and it varies from service to service. The table below gives some metrics with expected Quality of Service (QoS) values:

1) **Availability Requirements:**

- System Uptime: Minimum 99.5 % availability.
- The Selected Bidder must provide 24x7 remote support.
- Severity Level: The following matrix defines the description of severity levels:

Security Level	Description of Service Request/Calls/Incidents
Critical	
High	
Medium	
Low	

2) **Service Level Required:**

Service level defines the level of service required for an individual Call/ Incident/ Service Request. The following matrix defines the Service Level Agreement that SECI requires:

Security Level	Maximum Resolution Time (MRT)
Critical	4 Hours
High	10 Hours

Medium	24 Hours	
Low	2 working Days	
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		
Metric Name	Formula	Penalty (on running Quarterly bill)
Calls Resolution	Number of calls closed within the stipulated maximum resolution time / Total number of calls received in the Quarter * 100%	90%-95%: 5% penalty 85%-90%: 7% penalty Less than 85%: 10% Penalty
System Up Time	Up time calculation on quarterly basis, Acceptable uptime is 99.5% for each quarter.	99%-99.5%: 5% penalty 98%-99%: 10% penalty 95%-98%: 20% penalty Less than 95%: 50% Penalty