



**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

**Selection of Agency for conducting Gap Assessment for
Compliance with Digital Personal Data Protection Act,
2023 at SECI**

Tender No. SECI/C&P/IT/12/004/26-27

Dated: 10.08.2026

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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 the “**Selection of Agency for conducting Gap Assessment for compliance with Digital Personal Data Protection Act, 2023 at SECI**”.

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.

EMDs (if applicable) are to be submitted under **offline mode** in separate sealed covers, superscribed with “**Tender for Selection of Agency for conducting Gap Assessment for compliance with Digital Personal Data Protection Act, 2023 at SECI**” at the following address so as to reach on or before Last date & Time of submission of Bids given in the published GeM Tender document on GeM portal.

Bidders also have the option of submitting the EMD through online mode to SECI through NEFT/RTGS, complete bank details of which are available at SECI’s website at www.seci.co.in. However, the remittance copy of such online transaction needs to be submitted along with the Techno-commercial bid.

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

1. The complete Bidding Documents are available at GeM (Government e-Marketplace) portal <https://www.gem.gov.in>, Central Public Procurement portal (CPPP) of GoI at www.eprocure.gov.in as well as on SECI’s website <http://www.seci.co.in>. However, for the purpose of participation, the official copy of the bidding documents shall only be downloaded from GeM portal at <https://www.gem.gov.in>, as per the provisions available therein. Accordingly, the online bid also has to be uploaded by the respective bidders at <https://www.gem.gov.in> only & no other mode of participation is permitted for this tender document other than GeM Portal.
2. Interested bidders have to necessarily register themselves on the GeM portal <https://www.gem.gov.in> to participate in the bidding under this invitation for bids. It

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

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

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

3. A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the given provisions of bidding document and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the owner and the Bidder/ Contractor shall be governed by the Bidding Documents/ Contract signed between the owner and the Contractor for the mentioned work.
4. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on GeM Portal at <https://www.gem.gov.in> and as indicated in the Bid Information Sheet.
5. Bidder shall submit their bid proposals along with non-refundable Earnest Money Deposit (EMD) if applicable in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Earnest Money Deposit (EMD, if applicable) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
6. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from GeM portal at <https://www.gem.gov.in>. It is mandatory to download official copy of Tender Document from GeM Portal to participate in the Tender. Any amendment(s)/

corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on GeM portal only. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above-mentioned GeM Portal. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on GeM Portal shall prevail.**

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

“Selection of Agency for conducting Gap Assessment for compliance with Digital Personal Data Protection Act, 2023 at SECI”.

8. Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of the GeM Order/ Notification of Award (NOA)/ Letter of Intent (LOI)/ Letter of Award (LOA)/Contract Agreement by the Owner.
9. Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

INTERPRETATIONS

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

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

DISCLAIMER

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

BID INFORMATION SHEET

A brief summary of the tender is as under:

1	Name of Work/ Brief Scope of Work/ Job	Selection of Agency for conducting Gap Assessment for compliance with Digital Personal Data Protection Act, 2023 at SECI					
2	Tender No. & Date	Tender No: SECI/C&P/IT/12/004/26-27 dated 10.08.2026					
3	Source of Funds	Employer/Owner as defined in the Special Conditions of Contract (SCC) intends to finance the package through domestic funding and own resources.					
4	Type of Tender	<table><tr><td>e-Tender</td><td>Yes</td></tr><tr><td>Manual</td><td></td></tr></table>	e-Tender	Yes	Manual		
e-Tender	Yes						
Manual							
5	Type of Bidding System	<table><tr><td>Single Bid System</td><td></td></tr><tr><td>Two Bid System</td><td>Yes</td></tr></table>	Single Bid System		Two Bid System	Yes	
Single Bid System							
Two Bid System	Yes						
6	Completion/ Contract Period	The Contract Period for the subject work will be of 16 weeks from the effective date of Service Order/ Contract Agreement (CA) with the provision of 02-years extension on same price terms & conditions, based on the sole discretion of SECI, subject to the satisfactory performance of the contractor.					
7	JV/Consortium	NOT ALLOWED					
8	Number of Bids per Bidder	01					
9	Cost of Bidding Documents	Free of cost					
10	Bid Validity	180 days					
11	Bid Currency	INR					

12	Tender Processing Fee (NON-REFUNDABLE)	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> Amount: INR 5,000/- (Indian Rupees Five Thousand Only) exclusive of GST @ 18% per bid to be submitted in the form of either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker’s Cheque in favor of “Solar Energy Corporation of India Limited, New Delhi” Payable at New Delhi.	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
13	Earnest Money Deposit (EMD)	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> Amount: INR 25000/- (Indian Rupees Twenty-five Thousand only) in the form of ‘either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker’s Cheque in favor of Solar Energy Corporation of India Limited, New Delhi Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format (With a validity of 180 days from the Due date of Bid Submission). EMD to be deposited along with the Bid document submission. 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.	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
14	Contract Performance Security	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
15	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.				
16	Last date & Time of Submission of Bids	As per the date & time given in the published GeM Tender document on GeM portal.				

17	Opening of Techno Commercial Bids	As per the date & time given in the published GeM Tender document on GeM portal.
18	Financial Bid Opening	To be intimated after the shortlisting of Techno Commercial Bids by GeM (by default, as applicable) and further, no sperate intimation will be issued.
19	Name, Designation, Address and other details (For Submission of Response to NIT)	Sh. Atulya Kumar Naik Executive Director (C&P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023
20	Details of persons to be contacted in case of any assistance required	1) Sh. Deepak Mittal DGM (IT) Ph: 011-24666 304 2) Sh. Pratik Prasun/ Ms. Arya Sharma Dy General Manager (C&P)/ Sr Engineer (C&P) Ph: 011-24666 237/ 293
21	CONTACT DETAILS OF GeM	Contact Person: GeM Help-desk Toll Free Numbers: 1800-419-3436, 1800-102-3436 Email: helpdesk-gem@gov.in

Important Note

- Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GeM Portal (<https://www.gem.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document from GeM and/ or SECI website. (No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. All the information related to this Tender Document shall be updated in the GeM Portal (<https://www.gem.gov.in>) and/ or SECI website (www.seci.co.in) only.

SECTION II

SCOPE OF WORK / TECHNICAL SPECIFICATION

1. INTRODUCTION

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

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

2. SCOPE OF WORK

2.1 Scope Boundaries and In-Scope Systems

- a. The scope of this engagement shall encompass all systems, applications, processes, departments, functions, and locations of SECI that are involved in, or have any bearing upon, the collection, processing, storage, transmission, or handling of personal data, in any form and through any means.
- b. This shall include, without limitation,
 - i. all IT infrastructure, enterprise and business applications, communication and collaboration platforms and internet-facing systems;
 - ii. all departments and functions, including customer and beneficiary-interface functions;
 - iii. all third-party, vendor, and contractor relationships involving the processing of personal data on behalf of SECI; and
 - iv. all physical locations and premises where personal data is collected, processed, or stored.
- c. The assessment shall extend to any other system, function, or location that, during the engagement, is found to be relevant to SECI's compliance posture under the DPDP Act, 2023 and the DPDP Rules, 2025.

2.2 Discovery and Understanding

- a. Engagement Kick-off and Governance Setup
 - i. Conduct a formal kick-off meeting within 07 days of issue of work order.
 - ii. Consultant shall conduct a tailored workshop for SECI employees to explain the relevance of DPDPA provisions to SECI's existing practices
 - iii. Consultant shall conduct structured interactions and information-gathering sessions with all nominated SPOCs from SECI's concerned departments.
 - iv. Prepare a Gap Assessment Project Plan specifying scope, methodology, phase-wise timelines, key milestones, and deliverables.
 - v. Identify and document SECI's roles under the DPDPA as Data Fiduciary and/or Data Processor across all in-scope departments and functions.

2.3 Significant Data Fiduciary (SDF) Applicability Assessment

- a. The Consultant shall, as part of the kick-off and discovery phase, assess and provide a reasoned legal opinion on whether SECI qualifies or is likely to qualify as a Significant Data Fiduciary (SDF) under Section 10 of the DPDPA 2023 read with Rule 12 of the DPDP Rules 2025.
- b. The assessment shall consider the volume and sensitivity of personal data processed; potential impact on Data Principals; national security implications; and any sector-specific notification by the Central Government.
- c. If SECI is assessed to qualify or likely to qualify as an SDF, the Consultant shall identify all additional obligations applicable to SDFs — including appointment of a Data Protection Officer (DPO), conduct of Data Protection Impact Assessments (DPIAs), and periodic data audits — and reflect these in the gap analysis, risk register, and remediation roadmap.

2.4 Gap Assessment Framework Design

The Consultant shall design a Gap Assessment Framework tailored to SECI's organisational profile and sector context, incorporating all privacy principles drawing on established data-protection principles, mapped to DPDPA 2023 obligations. The framework shall enable clause-by-clause mapping of SECI's current practices against the DPDPA 2023, the DPDP Rules 2025, and any applicable sector-specific rules.

2.5 High-Level Data Landscape Understanding

- a. Identify all business units and departments processing personal data and customer-interface functions.
- b. Conduct structured stakeholder interviews and discussions with designated SPOCs from each identified department.
- c. Identify existing policies, controls, and processes at a high level and assess them against DPDPA requirements to establish a baseline.

2.6 Data Flow Mapping

- a. Conduct high-level identification of all personal data categories collected, processed, stored, and shared by SECI across in-scope departments and systems.
- b. Document data flows at a conceptual level across the full data lifecycle: collection, use, sharing, retention, and deletion.
- c. Identify and record all cross-border data transfers and third-party sharing arrangements.
- d. Identify lawful bases for processing under the DPDPA for each identified data category and processing activity.

2.7 Detailed Gap Assessment

a. Policy and Documentation Review

The Consultant shall review all existing policies, SOPs, and governance documents relevant to personal data processing. The assessment shall cover the following DPDPA control areas at minimum.

- i. Lawful purpose and consent mechanisms.
- ii. Notice and transparency obligations.
- iii. Data minimisation and retention practices.
- iv. Data accuracy and correction processes.
- v. Data Principal rights handling processes — access, correction, erasure, grievance redressal, and nomination.

b. Children's Data and Special Category Processing (DPDPA Section 9)

The Consultant shall specifically assess SECI's processing activities for compliance with Section 9 of the DPDPA 2023, which imposes distinct obligations in respect of personal data of children (individuals below the age of 18 years) and persons with disabilities.

- i. Identify whether SECI collects or processes personal data of minors in any function — including HR (employee dependants), procurement, beneficiary programmes, or website interactions.
- ii. Assess whether verifiable parental or guardian consent is obtained prior to processing personal data of children, where applicable.
- iii. Verify that SECI does not undertake behavioural monitoring or targeted advertising directed at children.
- iv. Identify and document all such processing activities in the Risk Register with applicable risk ratings.

c. Notice and Consent Mechanism Assessment

- i. Review SECI's official website for appropriate privacy practices including the

- presence and adequacy of a privacy notice and cookie consent mechanism where applicable.
- ii. Review data minimisation, retention, and deletion practices in operation within the organisation.
- iii. Assess the existence and adequacy of any existing Data Principal rights handling mechanisms.

d. Consent Records and Audit Trail Assessment

- i. Assessment of the existence of a consent mechanism is necessary but not sufficient. The Consultant shall separately assess whether SECI maintains consent records in a verifiable, retrievable format as required under the DPDP Rules 2025.
- ii. Verify that records of consent obtained — including the timestamp, identity of the Data Principal, the specific purpose for which consent was given, and the notice presented at the time of consent — are maintained in a structured and auditable format.
- iii. Assess whether SECI has a mechanism to process consent withdrawal requests and update consent records accordingly.
- iv. Identify gaps between the current consent record-keeping practice and the requirements of the DPDP Rules 2025.

e. Vendor and Data Processor Assessment

- i. Review SECI's vendor and data processor management practices against DPDPA obligations for Data Fiduciaries engaging Data Processors.
- ii. Review existing vendor contracts and data processing agreements for adequacy of data protection clauses.
- iii. Review technical and organisational security safeguards in coordination with SECI's IT and Security teams.
- iv. Review incident response and personal data breach notification procedures.
- v. Conduct structured interviews and workshops with key stakeholders across relevant departments.

2.8 Risk Rating and Gap Analysis

a. Risk Scoring and Categorisation

- i. Map all identified gaps to the relevant sections and provisions of the DPDPA 2023 and the DPDP Rules 2025.
- ii. Assign a risk rating to each gap based on likelihood of occurrence; impact on affected individuals and on SECI; and potential penalty exposure under Section 33 of the DPDPA.
- iii. Categorise all gaps as High, Medium, or Low risk.
- iv. Specifically identify gaps critical in the context of SECI's status as a PSU and any Significant Data Fiduciary obligations that may apply.

b. Remediation Timelines

- i. Classify all remediation actions into three time-bands: Immediate (0 to 3 months), Short-term (3 to 6 months), and Medium-term (6 to 12 months).
- ii. Distinguish between quick-win actions and structural changes requiring policy overhaul, technology deployment, or governance restructuring.

c. Ownership and Responsibility Mapping

- i. Prepare a Data Governance Structure for SECI defining clear roles and responsibilities under the DPDPA for each relevant stakeholder.
- ii. Align responsibilities with DPDPA obligations including consent management, data principal rights handling, security safeguards, breach reporting, and vendor oversight.
- iii. Define data handling responsibilities across roles: Data Protection Officer or equivalent; IT Head/CISO; HR Head; Legal and Compliance; Procurement; Operations; and Business Heads.

3. DELIVERABLES

The following deliverables are mandatory outputs of this engagement. All deliverables shall be submitted in editable soft copy (MS Word / MS Excel as applicable) and PDF format. No milestone payment shall be released prior to SECI's written acceptance of the corresponding deliverable.

- a. Gap Assessment Project Plan: Scope, methodology, timelines, SPOC matrix, and in-scope system list.
- b. Data Flow Diagrams: Conceptual-level data flow maps for each in-scope department and system, covering the full data lifecycle.
- c. Significant Data Fiduciary Applicability Opinion: Reasoned legal assessment of SECI's SDF status with implications.
- d. Draft Gap Assessment Report: Clause-by-clause mapping of current practices against DPDPA 2023 and DPDP Rules 2025; findings across all assessed control areas including children's data and consent records.
- e. Risk Register: All identified gaps with risk ratings (High / Medium / Low), regulatory mapping, penalty exposure, and recommended remediation actions.
- f. Remediation Roadmap: Time-banded action plan (0–3 / 3–6 / 6–12 months) with ownership mapping.
- g. Data Governance Structure Document: Roles, responsibilities, and accountability matrix for all DPDPA obligations across relevant SECI functions.
- h. Draft Privacy Notice and Consent Templates: DPDPA-compliant draft privacy notice for SECI's website and key internal interfaces; draft consent language for primary processing activities.
- i. Final Gap Assessment Report: Incorporating SECI's comments on the Draft Report; executive summary suitable for presentation to SECI Management / Board.

- j. Awareness Session: One structured awareness session for designated SECI personnel covering DPDPA obligations, key findings, and remediation priorities.

Note: All stakeholder interviews, SPOC interactions, walkthroughs, and working sessions shall, as the default mode, be conducted in person at SECI's Corporate Office in New Delhi. Virtual/remote interactions may be permitted only where SECI explicitly agrees on a case-by-case basis (e.g., for SPOCs based at regional/project offices, or for short follow-up clarifications). The Consultant shall plan predominantly for onsite delivery and shall depute its team to be physically present at SECI's Corporate Office for the substantial duration of the engagement.

4. CONTRACT PERIOD

The contract period is 16 weeks from the effective date of Contract Agreement/ Service Order.

SECTION III

INSTRUCTIONS TO BIDDERS

Preamble

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

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

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

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

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[A] – GENERAL

1. SCOPE OF BID

- 1.1 The Employer/ Owner wishes to receive Bids as described in the Bidding documents/ Tender documents issued by Employer/ Owner.
- 1.2 The Scope of Work/ Services shall be as defined in the Tender documents.
- 1.3 The successful Bidder will be expected to complete the entire scope of work within the period stated in Bid Information Sheet (Section-I, Invitation for Bids).
- 1.4 Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2. BIDS FROM CONSORTIUM/ JOINT VENTURE

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

3. NUMBER OF BIDS PER BIDDER

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

4. COST OF BIDDING & TENDER PROCESSING FEE

As mentioned in Bid Information Sheet

[B] - BIDDING DOCUMENTS

5. CONTENTS OF TENDER DOCUMENTS

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

- Section-I : Invitation for Bids [IFB]
- Section-II : Scope of Work [SOW] / Technical Specifications [TS]

- Section-III : Instructions to Bidders [ITB]
- Section-IV : Bid Data Sheet [BDS]
- Section-V : Qualifying Requirements [QR]
- Section-VI : General Conditions of Contract [GCC]
- Section-VII : Special Conditions of Contract [SCC]
- Section-VIII : Forms and Formats

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

6. CLARIFICATION OF TENDER DOCUMENTS

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

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

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

7. AMENDMENT OF TENDER DOCUMENTS

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

- 7.2 Any addendum/ corrigendum thus issued shall be part of the Tender Documents and shall be hosted on GeM Portal <https://www.gem.gov.in> and/ or Employer's website www.seci.co.in. Bidders must consider all such addendum/ corrigendum before submitting their bid.
- 7.3 The Employer, if consider necessary, may extend the date of submissions of Bid to allow the Bidders a reasonable time to furnish their most competitive bid considering the amendment issued thereof.

[C] - PREPARATION OF BIDS

8. LANGUAGE OF BID

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

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

9. DOCUMENTS COMPRISING THE BID

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

9.1 Fundamental Compliance Document under offline mode

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

Ms. Arya Sharma
Sr. Engineer (C&P)

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
Telephone: 011-24666293
E mail: arya.sharma@seci.co.in

a. EMD, in original as per Clause 14 of ITB as per ‘Form F-IV’ or as prescribed.

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

Further, Bidder shall submit the above-mentioned Fundamental Bid Compliance documents only under Offline Mode, which are required to establish the Fundamental requirements of the Bids. Same are required to be submitted to SECI Office, maximum within “Last Date & time of online Bid submission + 2 working Days” (Ex Last Date of Bid submission is 07th Oct 2026 by 1400 Hours, then the Fundamental Bid Compliance documents may be submitted latest by 09th Oct 2026 by 1400 Hours), post which no document would be accepted and the bids lacking in the Fundamental Bid Compliance documents will be rejected.

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

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

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

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

9.2 Soft Copy

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

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. General particulars of the Bidder as per the Format II
- c. Contract Performance Security as per the Format III, if applicable
- d. Earnest Money Deposit as per the Format IV, if applicable
- e. Financial Proposal as per Format V
- f. Annual reports along with a certification of turnover of last 03 years as per Format VI*
- g. No Deviation Confirmation as per Format VII
- h. E-Banking Mandate Form as per Format VIII
- i. Power of Attorney as per Format X and Board Resolution as per format IX for such authorization.
- j. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format XI
- k. Copy of GST registration No, PAN Card, Income Tax Registration.
- l. An Affidavit that the bidder has not been blacklisted by MNRE or SECI as on the date of invitation of the bid.
- m. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- n. 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.

*In case the audited annual accounts for the year previous Financial Year are not available with the Bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g., sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turn over certified by a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

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

II. As part of Second Envelope

The Electronic Form of the bid for Second Envelope (Price - Part), as available on the

GeM portal, shall be duly filled. “Termed as **ELECTRONIC FORM**”. Bidder must quote the **Total Billing Amount (inclusive of Goods & Service Tax, GST)** in the Electronic Form of the bid for Second Envelope (Price - Part), as available on the GeM portal.

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

As per **Format – XII of Section-VIII** (Forms & Formats)

11. GOODS & SERVICE TAX (GST)

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

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

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

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

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

Employer/ Owner.

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

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

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

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

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

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

12. BID CURRENCIES

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

13. BID VALIDITY

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

Employer as 'non-responsive'.

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

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

14. EARNEST MONEY DEPOSIT(EMD)

- 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 'Account payee Demand Draft, Banker's Cheque, Fixed Deposit Receipt or Bank Guarantee (Including e-Bank Guarantee) in favor of "**Solar Energy Corporation of India limited, New Delhi payable at New Delhi**". Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.
- 14.3 The '**EMD**' is required to protect Employer/ Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-14.8".
- 14.4 Employer/ Owner shall not be liable to pay any Bank charges, commission, or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the tender document.
- 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 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 'Form F-IV'.

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

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

14.12 The Bidder shall furnish the Bank Guarantees towards EMD issued by any Indian branch of a Scheduled Commercial Bank as listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of bank guarantee).

14.13 MSEs (Micro and Small Enterprises) registered under NSIC/ DIC/ Udyog Aadhar Only are exempted from submission of EMD. In order to avail the exemption in EMD in case of Consortium/ JV, all the members of the Consortium/ JV should be registered as MSE Vendors under NSIC/ DIC/ Udyog Aadhaar Category.

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

respective Bidders in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

15. CONTRACT PERFORMANCE SECURITY

- 15.1 Against the work, within 30 (Thirty) days from the issuance of the Contract Agreement (CA) from Owner, the successful Bidder shall furnish an unconditional and irrevocable Contract Performance Security in accordance with Special Conditions of the Contract. The Contract Performance Security shall be in the form of ‘Account payee Demand Draft, Banker’s Cheque, Fixed Deposit Receipt or Bank Guarantee (Including e-Bank Guarantee) in favor of “Solar Energy Corporation of India limited, New Delhi payable at New Delhi and shall be in the currency of the Contract and will be issued in the name of the Owner as specified in the SCC. The Contract Performance Security shall be for an amount equal to specified in Special Conditions of Contract (SCC) towards faithful performance of the contractual obligations, performance of equipment and shall cover entire Contract. The validity of Contract Performance Security shall be in conjunction with the provisions mentioned under Section - VII, Special Conditions of Contract (SCC).
- 15.2 The Contract Performance Security may also be submitted in the form of ‘crossed payee accounts only’ Demand Draft/ Banker’s Cheque in favor of as mentioned in the BDS/SCC.
- 15.3 Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd. and a confirmation in this regard is received by SECI”. Message Type: IFN760COV is to be used by the issuing bank.
- 15.4 All forms of guarantees submitted by the bidder/developer/contractor—including but not limited to POI, Surety Bonds, Earnest Money Deposits (EMD), Performance Security, or any additional Bank Guarantees—shall include a claim period of not less than 30 days beyond the expiry of their respective validity periods.
- 15.5 In case of default or failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the cancellation of the award and forfeiture of the EMD, if applicable.

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

- 15.6 The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care of the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security.
- 15.7 Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the CA & forfeit 100% of EMD if applicable in case Contract Performance Security is not submitted within 45 (Forty-five) days from issuance of CA. However, total project completion period shall remain same. Part Security shall not be accepted. The Zero Date shall be counted from the date signing of Contract Agreement (CA).
- 15.8 If the Contractor/ Sub-Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the Employer or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other Bidders and recover expenses from the Contractor (for which the certificate of the Engineer-in-Charge shall be final).
- 15.9 All compensation or other sums of money payable by the Contractor to the Owner under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Contractor by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by encashment of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.

16. PRE-BID MEETING

- 16.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in Bid Information Sheet under Section - I, Invitation for Bids, IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.
- 16.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 16.3 Text of the questions raised, and the responses given, together with any responses

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

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

17. SIGNINIG OF BID/TENDER DOCUMENT

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

18. ZERO DEVIATION AND REJECTION CRITERIA

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

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

- a. Eligibility Criteria including General, Technical and Financial QR
- b. Firm Price, Tender Processing Fees and Earnest Money Deposit
- c. Tender Document Fees, if applicable
- d. Specifications & Scope of Work
- e. Schedule of Rates (SOR)/ Price Schedule (PS)
- f. Duration/ Period of Contract/ Completion schedule
- g. Period of Validity of Bid
- h. Warrantee/Guarantee/ Defect Liability Period

- i. Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- j. Force Majeure & Applicable Laws
- k. Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

19. E-PAYMENT

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

[D] - SUBMISSION OF BIDS

20. SUBMISSION, SEALING AND MARKING OF BIDS

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

Offline Tender Document for “Selection of Agency for conducting Gap Assessment for compliance with DPDP Act, 2023 at SECI”	
Tender Document No.	(Enter Bid No & Date given in published bid document)
Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Solar Energy Corporation of India Limited (A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

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

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

21. DEADLINES FOR SUBMISSION OF BIDS

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

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

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

22. LATE BIDS

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

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

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

23. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

- 23.2 The modification shall also be prepared, sealed, marked, and dispatched in accordance with the provision of the clause 20 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 23.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of Bidder's EMD, if applicable pursuant to clause 14 of ITB and rejection of bid.
- 23.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be unconditionally withdrawn.
- 23.5 In case after price bid opening the lowest evaluated Bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Employer shall forfeit EMD, if applicable paid by the Bidder and such Bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such Bidder will be debarred for a given period as decided by Employer/ Owner after following the due procedure.

[E] - BID OPENING AND EVALUATION CRITERIA

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

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

25. BID OPENING

25.1 Unpriced Bid Opening:

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

25.2 Priced Bid Opening:

- a. Employer will open the price bids of those Bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.
- b. The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.
- c. As it's an online bidding system, Bidder's attendance during the Price Bid opening in Employer's Premises is not envisaged, as the same may be observed by the respective Bidders from their online login credentials of the e-tendering portal. Employer may also intimate the Techno commercial qualified Bidders through mails for the opening of price bids.

26. CONFIDENTIALITY

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

27. CONTACTING THE EMPLOYER/ OWNER

- 27.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer/ Owner on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 27.2 Any effort by the Bidder to influence the Employer/ Owner in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the offer/Bid and action shall be initiated as per procedure in this regard.

28. EXAMINATIONS OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 28.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:
- a. Meets the "Bid Evaluation Criteria" of the Bidding Documents.
 - b. Is accompanied by the required 'Earnest Money Deposit' and 'Tender Processing Fees', if applicable.
 - c. Is substantially responsive to the requirements of the Tender Documents; and
 - d. Provides any clarification and/ or substantiation that the Employer/ Owner may require to determine responsiveness pursuant to "ITB: Clause-28.2".
- 28.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -
- a. "Deviation" is departure from the requirement specified in the tender documents.
 - b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c. "Omission" is the failure to submit part, or all of the information or documentation required in the tender document.
- 28.3 A material deviation, reservation or omission is one that,
- a. If accepted would,
 - i. Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii. Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the Bidder's obligations under the proposed Contract.
 - b. If rectified, would unfairly affect the competitive position of other Bidders presenting

substantially responsive bids.

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

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

29. CORRECTION OF ERRORS

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

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

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

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

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

30. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

31. EVALUATION OF BIDS

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

Proposals shall be evaluated as per evaluation criteria mentioned in the clause below.

31.1 Evaluation of Techno - Commercial Part (First Envelope)

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

- a. overall completeness and compliance with the Technical Specifications of the bid.
The bid that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness,
- b. compliance with the time schedule,
- c. any other relevant technical factors that the Employer/ Owner deems necessary or prudent to take into consideration,
- d. any deviations to the commercial and contractual provisions stipulated in the Tender Documents,
- e. details furnished by the Bidder in response to the requirements specified in the Tender Documents.

The bidder has to qualify the mandatory general, technical and financial qualifying requirements as laid down in the tender document in order to be eligible for further evaluation process of selection on L1 basis of the total cost quoted in the price bid/SOR.

31.2 Opening of Second Envelope by Employer

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

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

31.3 Evaluation of Financial Part (Second Envelope)

- a. The Employer will examine the Price Part (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed/digitally signed, and whether the bids are generally in order.
- b. In case only single offer is received, SECI at its sole discretion may take appropriate actions for further process.
- c. The bidders are required to quote their Total Evaluated Bid Value (TEBV) inclusive of GST on the GeM portal. The lowest (L1) bidder quoting the minimum TEBV will be selected as the successful L1 bidder and will be eligible for the Notification / Contract Agreement (CA).
- d. The mentioned TEBV offered will be considered up to 2 decimal places only.
- e. In case only single offer is received, SECI at its sole discretion may take appropriate actions for further process.

[F] - CONTRACT AGREEMENT

32. AWARD

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

33. NOTIFICATION

- a. Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, through e-mail/ courier/ registered post, that his Bid has been accepted. Subject to "ITB: Clause-28", Owner will award the Contract Agreement in line with the forthcoming clauses, to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.
- b. The notification shall be issued to successful bidder in duplicate. The successful bidder is required to confirm within 07 days of its issuance including all the Appendix, Annexures as a token of acceptance.
- c. In case the successful bidder fails to acknowledge the acceptance of the notification as mentioned above vide clause no. 33.2, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.
- d. In case of Non-responsive/Non acceptance to the notification by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

34. SIGNING OF CONTRACT AGREEMENT

- 34.1 Within 30 (Thirty) days of the release of Notification by the owner/ GeM, the successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Owner on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'state' specified.
- 34.2 In case the successful Bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 34.1, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed. Same shall constitute sufficient grounds for the forfeiture of EMD, if applicable.

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

35. CANCELLATION OF CONTRACT

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

- 35.1 The Bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- 35.2 The selected Bidder commits a breach of any of the terms and conditions of the bid/contract.
- 35.3 The Bidder goes into liquidation voluntarily or otherwise during the execution of contract.
- 35.4 The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- 35.5 After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, SECI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the SECI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- 35.6 No Bidder is permitted to canvass to SECI on any matter relating to this tender. Any Bidder found doing so may be disqualified and his bid may be rejected.

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

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

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

36.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS/ CONTRACTORS/ BIDDERS/ CONSULTANTS

INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

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

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

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

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

- a. District Industries Centre (DIC)
- b. National Small Industries Corporation (NSIC)
- c. Udyog Aadhaar Memorandum

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

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

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

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

38. RISK OF REJECTION

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

39. INCOME TAX & CORPORATE TAX

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

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

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

39.4 MENTIONING OF PAN NO. IN INVOICE BILL

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

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

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

ANNEXURE-I

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

1. DEFINITIONS

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

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

- 1.2 “Fraudulent Practice” means and include any act or omission committed by a Bidder or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive to influence a selection process or during execution of contract/ order.

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

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

- 1.5 A “Agency/ Vendor/ Supplier/ Contractor/ Consultant/ Bidder” is herein after referred as “Bidder”.

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

- 1.7 “Allied Bidder” shall mean all the concerns within the sphere of effective influence of banned/ suspended Bidders. In determining this, the following factors may be taken into consideration:

- a. Whether the management is common.
- b. Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- c. Substantial or majority shares are owned by banned/ suspended Bidder and by virtue of this it has a controlling voice.

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

2. ACTIONS AGAINST BIDDER(S) INDULGING IN CORRUPT /FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICE

2.1 Irregularities noticed during the evaluation of the bids:

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

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

2.2 Irregularities noticed after award of contract

a. During execution of contract:

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

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

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

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

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

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

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

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

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

2.3 Period of Banning

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

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

3. EFFECT OF BANNING ON OTHER ONGOING CONTRACTS/TENDERS

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

3.2 However, if such a Bidder is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the Bidder shall be allowed to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the contract.

3.3 If a Bidder is banned during tendering and irregularity is found in the case under process:

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

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

4. PROCEDURE FOR SUSPENSION OF BIDDER

4.1 Initiation of Suspension

Action for suspension business dealing with any Bidder shall be initiated by C&P Department when

- a. Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Bidder.
- b. Vigilance Department based on the input from Investigating Bidder, forward for specific immediate action against the Bidder.
- c. Nonperformance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

4.2 Suspension Procedure

- a. The order of suspension would operate initially for a period not more than six months and is to be communicated to the Bidder and to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the Bidder on banning list.
- b. During the period of suspension, no new business dealing may be held with the Bidder.
- c. Period of suspension shall be accounted for in the final order passed for banning of business with the Bidder.
- d. The decision regarding suspension of business dealings should also be communicated to the Bidder.
- e. If a prima-facie, case is made out that the Bidder is guilty on the grounds which can

result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Bidder is put on suspension list and (ii) why action should not be taken for banning the Bidder for future business from Employer/ Owner.

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

4.3 Effect of Suspension of business

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

- a. No enquiry/ bid/ tender shall be entertained from a Bidder as long as the name of Bidder appears in the Suspension List.
- b. If a Bidder 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 Bidder shall be ignored.
 - ii. after opening technical bid but before opening the Price bid, the Price bid of the Bidder shall not be opened and EMD, if applicable submitted by the Bidder shall be returned to the Bidder.
- c. The existing contract(s)/ order(s) under execution shall continue.

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

5. DEBARMENT OF BIDDER

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

- i. a) under the Prevention of Corruption Act, 1988; or
b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution

of a public procurement contract.

ii. A Bidder debarred under sub-section (i) or any successor of the Bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

iii. The Procuring entity may debar a Bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the Bidder has breached the code of integrity.

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

- **Definitions**

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

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

i. Whether the management is common;

ii. Majority interest in the management is held by the partners or directors of banned/suspended firm;

iii. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.

iv. Directly or indirectly controls, or is controlled by or is under common control with another bidder.

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

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

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

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

- ii. Firms will be debarred if it is determined that the bidder has breached the code of integrity.
- iii. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Procuring Entity, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide “Bid Securing Declaration (if applicable)” etc.
- iv. It will only be applicable to all the attached/ subordinate offices of the procuring Entity/SECI issuing the debarment Order.
- v. The procuring Entity/SECI before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
- vi. procuring Entity/SECI that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same.
- vii. The procuring Entity/SECI will maintain list of debarred firms, which will also be displayed on its website.
- viii. Debarment is an executive function and should not be allocated to Vigilance Department.
- ix. It is possible that the firm may be debarred concurrently by more than one Ministry/Department. Ministries/ Departments at their option may also delegate powers to debar bidders to their CPSUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for are to be kept in mind. Debarment by such bodies like CPSUs etc. shall be applicable only for the procurements made by such bodies. Similarly, Government e-Marketplace (GeM) can also debar bidders up to two years on its portal. In case of debarments, revocation of the debarment orders before expiry of debarred period should be done only with the approval of the CMD/MD.

Other Provisions:

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

- ii. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
- iii. Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.
- iv. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the “Debarment Order”.
- v. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entity.
- vi. The period of debarment shall start from the date of issue of debarment order.
- vii. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.
- viii. Ordinarily, the period of debarment should not be less than six months.
- ix. In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entity. In such cases, endeavour should be to
- x. pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.

ANNEXURE-II

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

1. General

Special Instructions (for e-Tendering).

Submission of Online Bids is mandatory for this Tender.

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

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

2. About E-Tender Portal (Web)

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

3. Pre-requisite for participation in bidding process

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

a. 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.

b. 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.

c. A valid e-mail Id of the Organization/ Firm

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

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

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

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

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

5. Fundamental Compliance Document under offline mode

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

Ms. Arya Sharma

Sr. Engineer (C&P)

Solar Energy Corporation of India Limited

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

East Kidwai Nagar, New Delhi-110023

Telephone: 011-24666293

E mail: arya.sharma@seci.co.in

a. EMD, in original as per Clause 14 of ITB as per ‘Form F-IV’ or as prescribed.

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

Further, Bidder shall submit the above-mentioned Fundamental Bid Compliance documents only under Offline Mode, which are required to establish the Fundamental requirements of the Bids. Same are required to be submitted to SECI Office, maximum within "Last Date & time of online Bid submission + 2 Days" (Ex Last Date of Bid submission is 07th Oct 2026 by 1400 Hours, then the Fundamental Bid Compliance documents may be submitted latest by 09th Oct 2026 by 1400 Hours), post which no document would be accepted and the bids lacking in the Fundamental Bid Compliance documents will be rejected.

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

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

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

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

6. 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. General particulars of the Bidder as per the Format II
- c. Contract Performance Security as per the Format III, if applicable
- d. Earnest Money Deposit as per the Format IV, if applicable
- e. Financial Proposal as per Format V

- f. Annual reports along with a certification of turnover of last 03 years as per Format VI*
- g. No Deviation Confirmation as per Format VII
- h. E-Banking Mandate Form as per Format VIII
- i. Power of Attorney as per Format X and Board Resolution as per format IX for such authorization.
- j. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format XI
- k. Copy of GST registration No, PAN Card, Income Tax Registration.
- l. An Affidavit that the bidder has not been blacklisted by MNRE or SECI as on the date of invitation of the bid.
- m. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- n. 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.

*In case the audited annual accounts for the year previous Financial Year are not available with the Bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g., sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turn over certified by a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

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

II. As part of Second Envelope

The Electronic Form of the bid for Second Envelope (Price - Part), as available on the GEM portal, shall be duly filled. "Termed as **ELECTRONIC FORM**". Bidder must quote the **Total Billing Amount (inclusive of Goods & Service Tax, GST)** in the Electronic Form of the bid for Second Envelope (Price - Part), as available on the GEM portal.

7. Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in GeM in a

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

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

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

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

8. 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.

9. Content of Bid

Un-Priced Bid

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

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

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

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

10. Submission of documents

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

failure of the bidder to upload documents/ bids within specified time of tender submission.

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.

ANNEXURE-III

TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS)

As an initiative of Government of India & RBI towards Make in India, Skill India & Financial Inclusion, to provide a platform for bill discounting for MSME vendors, Solar Energy Corporation of India Limited has entered into an association / agreement with following 05 (Five) financial institutions:

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. A Treds, a joint-venture between Axis Bank and Mjunction Services; and
3. Mynd Solution which runs M1 Exchange
4. C2FO (C2treds)
5. KredX (DTX)

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

Benefits to MSME Service Provider:

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

Steps Involved for registration at Platform:

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

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

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

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

Note:

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

SECTION IV

BID DATA SHEET

BID DATA SHEETS (BDS)

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

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	Earnest Money Deposit (EMD) (ITB clause 14)	<u>Add following to the existing clause:</u> The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per Government e Marketplace (GeM) General Terms and Conditions (GTC) with the technical bid. The term “Bank Guarantee (BG) towards/against EMD” occurring in the entire tender document shall be read as “e-BG/Bank Guarantee (BG) towards/ against EMD”.
2.	Contract Performance Security (ITB clause 15)	<u>Replace the existing clause by following:</u> 15. <u>CONTRACT PERFORMANCE SECURITY</u> 15.1 Against the contract of the project, within 30 (Thirty) days from the issuance of the Contract Agreement/ Service Order from SECI, the successful Bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format attached. The value of the Performance Security shall be 5% of the Total Contract value and shall be valid up to 07 (Seven) months (i.e., 04 months of Contract Period + 03 additional months) from the effective date of Contract Agreement/ Service Order. The Contract Performance Security shall be in the form of ‘Account payee Demand Draft, Banker’s Cheque, Fixed Deposit Receipt or Bank Guarantee (Including e-Bank Guarantee) in favor of “Solar Energy Corporation of India limited, New Delhi” payable at New Delhi. Bank Guarantee towards Contract Performance Security shall be from any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India. The Contract Performance Security may also be submitted in the form of ‘crossed payee accounts only’ Demand Draft/ Banker’s Cheque in favour of “Solar Energy Corporation of India

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Limited”. 15.2 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 burst 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 original contract value. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment. 15.3 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 Contract, in case Contract Performance Security is not submitted within 45 (Forty-Five) days from the date of signing of Contract Agreement. However, total project completion period shall remain same. Part Security shall not be accepted. 15.4 If the Bidder or their employees or the Bidder’s agents and representatives shall damage, break, deface or destroy any property belonging to the Employer or others during the execution of the Contract, the same shall be made good by the 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). 15.5 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

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		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. 15.6The Contract Performance Guarantee (CPG) submitted shall be released to the contractor without any interest not later than 90 days after the successful completion of the contract subject to the approval and acceptance by the owner (Solar Energy Corporation of India Limited). The term “Performance Bank Guarantee (PBG)” occurring in the entire tender document shall be read as e-PBG/ “Performance Bank Guarantee” (PBG)”.

SECTION V

QUALIFYING REQUIREMENTS

1. ELIGIBILITY CRITERIA

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

1.1 GENERAL ELIGIBILITY CRITERIA

The bidder should be an Indian company registered in India meeting the technical and financial eligibility requirement(s) as set forth in this section. Further, Government owned Enterprises registered and incorporated in India are also allowed to participate in this tender. The subsidiary of a foreign company, which is registered in India under Companies Act, 1956 or 2013 prior to the bid submission deadline, is eligible to participate.

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

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

The Bidder should submit an **Affidavit** 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 cancelled against them for poor performance.

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

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

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

Processing Fee & EMD exemption.

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

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

Limited Liability Partnerships Firm, and Partnerships Firm registered in India under applicable law and validly existing as on the bid submission date are allowed to participate in the tender. Proprietorships, NGOs, Charitable Trusts and Educational Societies are not eligible for participation in this tender. As the Proprietorships, NGOs, Charitable Trusts and Educational Societies in any form are not allowed to participate in the tendering process, hence any such firm/entity having MSME status is also not eligible to participate in the bidding process (either individually or in Joint Venture/ Consortium).

The Bidder shall be empanelled with CERT-In as an Information Security Auditing Organisation as on the bid submission date and shall remain empanelled throughout the engagement. A valid CERT-In Empanelment Certificate shall be provided along with the bid documents.

1.2 TECHNICAL ELIGIBILITY CONDITIONS

- a. The Bidder should be in the field of providing similar works for not less than 03 Years as on last date of bid submission.
- b. The Bidder should have rendered satisfactory services and successfully executed contracts of “Similar Works” in any of the last three years (ending month of March prior to the bid opening). “Similar Works” means **“Data privacy or DPDPA gap assessment engagements for organisations with a minimum of 100 employees” to the Govt./Autonomous Bodies/PSUs/JVCs of PSUs/Nationalized Banks/Private Organizations/Companies, with duration of services shall be furnished.**

(Document Required: Proof of documentation conforming above experience details/Client work order/LOI/PO/Recommendation letter/ Successful Order execution confirmation from client side/ Period of Service shall have to be specifically mentioned)

c. Further,

The Bidder should have successfully completed at least one single similar work order of value of **INR 9,50,000 (Indian Rupees Nine Lakhs Fifty Thousand only,**

inclusive of GST) or more during the current financial year and the last three financial years.

Or

The Bidder should have successfully completed at least two similar work orders of value of **INR 6,00,000 (Indian Rupees Six Lakhs only, inclusive of GST)** or more during the current financial year and the last three financial years.

Or

The Bidder should have successfully completed at least three similar work order of value of **INR 5,00,000 (Indian Rupees Five Lakhs only, inclusive of GST)** or more during the current financial year and the last three financial years.

- d. Bidder should have among its clients, reputed institutes/centres or corporate in Public/Private sector, for whom they have been providing the similar services. Names and addresses of such clients along with details regarding nature, amount and period of the contracts should be furnished. Certificates from the clients regarding the quality and duration of service rendered shall also be furnished.
- e. Qualifications and Certifications of Key Personnel: At least two (02) of the key personnel proposed for the engagement shall hold a valid, recognised certification in the data privacy domain, such as CIPP/E, CIPM, CIPT, CDPSE, ISO/IEC 27701 Lead Implementer / Lead Auditor. CVs of the proposed key personnel, indicating years of relevant experience, shall be submitted with copies of valid certificates. CVs of proposed key personnel with copies of valid certification certificates and a declaration from the authorised signatory confirming that the proposed personnel are on the rolls of the Bidder as on the bid submission date are to be submitted along with the bid.
- f. Bidder should have the following certifications as on the bid submission date and must submit the following certificates issued by an accredited certification body along with the bid:
 - i. ISO 27001:2022
 - ii. ISO 9001

1.3 FINANCIAL ELIGIBILITY CONDITIONS

- 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 5,00,000 (Indian Rupees Five Lakhs only), as certified by the Chartered Accountant.**

** 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, Bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.*

Financial data for latest last three audited financial years have to 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 Chartered Accountant with his/her stamp and signature.

The tender submission of tenderers, 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 tenderer 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.

Non-compliance of any of the above conditions will result in technical disqualification of the party. Financial bid of the technically disqualified party(ies) will not be considered.

- 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.

Documentary Evidence for the following must be submitted, to support 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 **Affidavit** being not blacklisted /barred for taking business by MNRE or SECI.
- d. Documents showing proof of turnover during last 3 financial years.

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

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 VI

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 HR&ADMIN Department of designation not below the rank of General manager or as suitably appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.13 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.14 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender.
- 1.15 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by Solar Energy Corporation of India Limited/ Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.16 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Allocation from which the Time for Completion shall be determined.
- 1.17 **FINANCIAL BID/PRICE BID** means the price quotation submitted by the Service Provider for the complete Limited Tender scope of work as per the format provided under Schedule of Rates (SOR).
- 1.18 **NOTICE IN WRITING OR WRITTEN NOTICE** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

- 1.19 **NOTIFICATION** means the official notice issued vide Letter/ E-mail by the owner notifying the Contractor that his bid has been accepted.
- 1.20 **OFFICER IN CHARGE** means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.21 **OWNER** means here in the context of this Tender Document as Solar Energy Corporation of India Limited, New Delhi shall include the legal successors or permitted assigns of the Owner.
- 1.22 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 1.23 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.24 **WEEK** means a period of any consecutive seven days.
- 1.25 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.

[B] GENERAL INFORMATION

2 INTERPRETATIONS

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

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

3 APPLICATION

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

4 BID LANGUAGE

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

[C] GENERAL OBLIGATIONS

5 CONTRACT LIABILITY

Contractors' liability towards indemnity

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

- a. All claims, demands, actions, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned to or may occasion to the Bidder as a result of nonpayment of any statutory dues levied/Taxes e.g. leviable on the Bidder or the Bidder committing breach of any of the rules, regulations, orders, directives, instructions that may be issued by any authority under the Central Government/State Govt. or any statute or law for the time being in force.
- b. 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:
- if the Successful Bidder fails to deliver any or all of the Work as required by SECI or
 - if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract or
 - if the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

9 FORCE MAJEURE

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

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

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

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

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

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

- 9.6 If supply is suspended by Force Majeure conditions lasting for more than two months, the Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 9.7 The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.
- 9.8 To the extent not prevented by force majeure event, the affected party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

10 RISK PURCHASE CLAUSE

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

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

[D] APPLICABLE LAW AND SETTLEMENT OF DISPUTES

11 MUTUAL CONSULTATION

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

12 ARBITRATION

a. Settlement of Dispute

- i. If any dispute or difference or claim occurs between the Owner and the Contractor in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the formation, existence, validity termination or breach, the parties shall seek to resolve any such dispute or difference by mutual consent.
- ii. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to Arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given.

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

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

c. In All Other Cases

- i. In all other cases, any dispute submitted by a party to Arbitration shall be heard by an Arbitration Panel composed of three Arbitrators, in accordance with the provisions set forth below.
- ii. The owner and the Contractor shall each appoint one Arbitrator, and these two Arbitrators shall jointly appoint a third Arbitrator, who shall chair the Arbitration Panel. If the two Arbitrators do not succeed in appointing a third Arbitrator within Thirty (30) days after the later of the two Arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third Arbitrator which shall be the President, Institution of Engineers.

- iii. If one party fails to appoint its Arbitrator within thirty (30) days after the other party has named its Arbitrator, the party which has named an Arbitrator may request the Appointing Authority to appoint the second Arbitrator.
- iv. If for any reason an Arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original Arbitrator. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator (s).
- v. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996 and the rules made thereunder and for the time being in force.
- vi. The venue or arbitration shall be New Delhi.
- vii. The award of the arbitrator shall be final and binding on the parties to this contract.
- viii. The decision of a majority of the Arbitrators (or of the third Arbitrator chairing the Arbitration Panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- ix. The Arbitrator(s) shall give reasoned award.
- x. Notwithstanding any reference to the Arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.
- xi. Cost of arbitration shall be equally shared between the Owner and the Contractor.
- xii. The fees payable to the Arbitrator and the manner of payment of the fees shall be such as may be governed by the Fourth Schedule of the Arbitration and Conciliation Act 1996.
- xiii. The Courts in Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Contract and any award or awards made by Arbitration Tribunal hereunder shall be filed (if so required) in the concerned Courts in Delhi only.
- xiv. The language of the proceedings will be in English.
- xv. This Arbitration Clause shall continue to survive termination, completion, or closure of the Main contract for 120 days thereafter.

13 BREACH OF CONTRACT, REMEDIES AND TERMINATION

a. Breach of Contract

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

- (i) advance payments;
- (ii) any recoveries;
- (iii) taxes as due; and
- (iv) Percentage to apply to the work not completed as indicated in the contract data. If the total amount due to the procuring entity exceeds that due to the contractor, the difference will be a debt payable to the procuring entity. The CA may terminate a contract in the following cases. The Procuring Entity is then free to take over the site and complete the works himself or with another contractor and use the contractor's materials, equipment, temporary works as he/ they think proper.

b. Cancellation of Contract for Default

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

- i) has seriously or repeatedly breached the contract, including
 - a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted;
 - b) failure to obey instructions in relation to his progress or defective work, material or plant;
 - c) breach of the prohibition against sub-contracting

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

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

f) Failure to comply with the requirements regarding JVs

ii) committed fraud

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

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

a) Forfeiture of the performance security;

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

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

c. Termination of Contract for Insolvency

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

d. Termination of Contract for Procuring Entity's Failure or Convenience

After placement of the contract, there may be an unforeseen situation compelling Procuring Entity to cancel the contract. In such a case, a suitable notice has to be sent to the contractor for cancellation of the contract, in whole or in part, for its (Procuring

Entity's) convenience, inter alia, indicating the date with effect from which the termination will become effective. This is not Procuring Entity's legal right– the contractor has to be persuaded to acquiesce. Depending on the merits of the case, the contractor may have to be suitably compensated on mutually agreed terms for terminating the contract. Suitable provisions to this effect should be to be incorporated in the tender document as well as in the resultant contract. If termination occurs because of Procuring Entity's convenience or a fundamental breach on his part, the engineer will certify the value of works executed, value of any materials lying at site, reasonable cost of removal of equipment, repatriation of project staff, cost of protecting and securing the works and deducting from it:

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

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

- a. During the course of evaluation, prior or post award of contract, it may happen that the rate of GST changes or new taxes or duties are introduced by the Government, then treatment of same will be done in accordance with the “Change in Law” provisions as mentioned under the tender document, with due consideration on:
- b. The analysis shall be kept limited to the items for which taxes and duties are payable/ reimbursable to the Contractor in line with the provisions of the Bidding Documents.
- c. The price evaluation for the arrival of Lowest (L1) qualified bidder & accordingly the recommendation of award will be based on the lowest total price inclusive of Basic price & GST as quoted by the bidder. The GST/any other tax (if applicable) will be reimbursed to the bidder during project execution billing as per the provisions of the tender document.

15 POST TENDER NEGOTIATIONS

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

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

unsatisfactory credentials, inadequacy of capacity or unworkable rates.

The circumstances where negotiations may be considered could be:

- a. Where the procurement is done on nomination basis;
- b. Procurement is from single or limited sources;
- c. Procurements where there is suspicion of cartel formation which should be recorded; and
- d. Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process. The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority based on the recommendations of the TEC. Convincing reasons must be recorded by the authority recommending negotiations. The CA should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite timeframe should be indicated.

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

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

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

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

submit the revised bid, its original bid shall be considered.

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

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

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

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

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

- a. If the quantity and quality of requirements have changed substantially or there is an un-rectifiable infirmity in the bidding process;
- b. when none of the tenders is substantially responsive to the requirements of the Procurement Documents;
- c. none of the technical Proposals meets the minimum technical qualifying score;
- d. If effective competition is lacking. However, lack of competition shall not be determined solely on the basis of the number of Bidders.
- e. the Bids'/Proposals' prices are substantially higher than the updated cost estimate or available budget;

- f. If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement
- g. contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall re-tender the case.
- h. No bids received or adequate competition not available.
- i. None of the bids received has been found to be compliant
- j. Prices quoted by bidders are abnormally high or abnormally low
- k. None of the bids when using the open channel satisfies the set selection criteria of eligibility.
- l. Irregularities occurred during the process of evaluation of bids.

Approval for re-tendering should be accorded by the CA after recording the reasons/proper justification in writing. The decision of the procuring entity to cancel the procurement and reasons for such a decision shall be immediately communicated to all bidders that participated in the procurement process. Before retendering, the procuring entity is first to check whether, while floating/issuing the enquiry, all necessary requirements and formalities such as standard conditions, industry friendly qualification criteria, and technical and commercial terms, wide publicity, sufficient time for bidding, and so on, were fulfilled. If not, a fresh enquiry is to be issued after rectifying the deficiencies.

16.2 In case, circumstances warrant annulment of bidding process before the deadline for bid submission/opening of bids, a 'general notification' to this effect shall be issued on the Procurement Portal/SECI's website. The decision of annulment shall also be intimated to the bidders through online/offline mode, as the case may be. The bids, if any, received by that time shall also be returned. However, once the bids are opened (Techno-Commercial and/or Price part), the recourse under this provision to reject all the bids shall be opted as a last resort, recording adequate justification for such action. In all cases such annulment shall be done with the approval of Competent Authority for award of Contract. However in cases where the Competent Authority for award of contracts is the Committee of Directors / Committee on Award of Contracts/ Board of Directors, the annulment shall be done with the approval of MD/CMD.

16.3 Rejection of any or all the bids, for reasons whatsoever, shall be with the approval of the authority competent to award the particular package. However, if the approval of award falls within the powers of sub-committee/ Board of directors, the rejection of bids shall be with the approval of MD/CMD. The proposal for annulment of bidding, after the bids are opened, shall be processed by the tender committee through Contracts, Indenting and Finance Depts., for the approval of the Competent Authority.

- 16.4 Once all the bids are rejected for reasons of lack of competition or higher prices, the project/ technical specification/ QR etc. may be reviewed by the Indenting Dept., as appropriate and the same may be suitably modified.
- 16.5 If fresh bids are invited based on the same bidding process, maintaining the prices of the bids as ceiling prices where prices are already open, the same shall be termed as Snap bidding. Snap bids can be invited from all those parties who had submitted their bids, with the provision that all the unit prices to be quoted in the revised bid cannot be higher than what were quoted in the original bid. If the unit price quoted in the revised bid are higher than what were quoted in initial bid, such bids shall be treated non-responsive and shall be rejected.
- 16.6 e-RA shall in general be conducted as per the guidelines in place. However, in case situation so warrants, e- RA may also be conducted in other cases if so directed by the Competent Authority for award of the Contract for justified reasons.
- 16.7 Notwithstanding anything mentioned in the RfS/bid documents, in case of annulment/cancellation of bids subsequent to the last date of bid submission, all the opened/unopened bids submitted by the bidders in response to the said tender shall be returned by SECI, including the amounts submitted against EMD and bid processing fee (without interest). In case of a tender comprising both offline and online bid submission, in the event a bidder submits the offline bid but fails to submit the online bid within the bid submission deadline, the EMD shall be returned to the respective bidder. Further, in the event of rebidding of an annulled / cancelled bid, being conducted by SECI, the bidders who have already submitted cost of RfS documents shall not be required to re-submit the amount against cost of RfS document, provided that the bidding company or its Affiliate participates in the rebidding process.

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

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

18 DEBRIEFING

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

bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection before the opening of Second Envelope bids.

- ii. Under Single Stage Single Envelope Bidding, all the bidders whose bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection after award of Contract for the particular package.
- iii. Under Two Stage Bidding, all the bidders whose First Stage bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection before the inviting of Second Stage Bids.

19 GRIEVANCE REDRESSAL MECHANISM/ COMPLAINT HANDLING SYSTEM

- 19.1 Any firm being aggrieved by any decision, action or omission by SECI during the procurement process may make an application against such grievances in writing within 10 days or any other time period, if any, as may be specified in the Bidding Documents, from the date of such decision, action or omission. However, unsigned or anonymous applications shall not be entertained.
- 19.2 The authority to which the grievances are to be addressed shall be the same under whose name the Invitation for bids/TENDER has been issued.
- 19.3 If the grievance is against the decision, action or omission of an executive(s) including Tender Committee members of the level of GM or below or against the decision taken by SECI in the cases falling in the award approving power of GM or below, the application shall be deliberated and processed by a Grievance Redressal mechanism by the formation of a committee against the approval of Competent Authority.
- 19.4 If the grievance is against the decision, action or omission of an executive(s) of the level of Director or against the decision taken by SECI in the cases falling in the award approving powers of Director or higher, the application shall be deliberated and processed by a panel of Independent External Monitors (IEMs).
- 19.5 The Committee shall examine and deliberate the merits of the bidder's complaint and the decision shall be communicated in writing to the concerned bidder within 30 days from the date of receipt of the application or any other such period, if any, as may be specified in the Bidding Documents.
- 19.6 During procurement process prior to award of contract, the review shall be done for grievances of only those bidders who have participated in the procurement proceedings.
- 19.7 During the grievance redressal, information which impairs the fair competition or is prejudicial to the legitimate commercial interests of one or more participating bidders shall not be disclosed.

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

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of bidders in the procurement process
- (c) The decision to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of provisions of confidentiality

20 ISSUES ON QUALIFICATION REQUIREMENTS

- i. For bidders having existence of less than three financial years (i.e. 36 months), suitable qualifying parameters will be ascertained & finalized by the Qualifying requirement (QR) committee with the due approval of Competent Authority.
- ii. In those instances wherein a bidder is not able to submit the requisite documents certified / issued by the authority (ies) as envisaged in the bidding documents viz. Audited Financial Statement, due to inapplicability of the same as per the local governing law, the compliance may be ascertained based on documents which are authentic and prevailing as per the country specific regulations.
- iii. In case of any conflict/deviation between the RfS/TENDER and SECI Procurement Policy (SPP), the contents of RfS/TENDER will prevail.

21 JURISDICTION

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

SECTION VII

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
1.	Definitions (GCC clause 1)	The Owner / Employer is: Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India Kind Attn.: ED (C&P) / DGM (C&P) Telephone Nos.: - 0091-(0)11-24666200/ 24666237 E-mail: - arya.sharma@seci.co.in
2.	Payment Terms/ Liquidated Damages	The Payment will be made as follows: i. No advance payment will be released against the work order. ii. The entire contract value shall be paid as a single lump-sum payment upon successful completion of the engagement, i.e., upon SECI's written acceptance of the Final Gap Assessment Report and confirmation of conduct of the Awareness Session. iii. Delay in completion of the engagement beyond the agreed contract period attributable to the Consultant: Liquidated Damages (LD) at 0.5% of the total contract value per week of delay or part thereof, subject to a maximum of 5% of the total contract value. iv. Persistent unsatisfactory quality of deliverables (requiring more than two revision cycles for the same deliverable): SECI reserves the right to withhold payment until the deliverable meets the acceptance criteria, without prejudice to the LD clause above. v. Breach of confidentiality or data security obligations: SECI reserves the right to terminate the contract and recover damages as per the terms of the agreement. vi. All out-of-pocket expenses, travelling, boarding, and lodging expenses for the entire term of this document and subsequent agreement are included in the amounts quoted. The bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		out-of-pocket expenses, including but not limited to travel, boarding and lodging. vii. The service provider shall comply with all acts, labour laws or other statutory rules, regulations, byelaws or which might become applicable about the performance of the work included herein or touching this contract but not limited to Minimum Wages Act 1948, Contract Labour (Regulation & Abolition Act 1970, Industrial Dispute Act, 1947, P.F & Misc Provision Acts, Employees State Insurance Act, Employees' Compensation Act, Labour Code, Industrial Relations Code, and other applicable Acts, Rules and Regulations. The contractor shall keep SECI and its officials indemnified from and against all actions, claims, demands, and liabilities arising out of and in respect of any breach of any Act, Rule, or Regulation as may be applicable from time to time. The action can also be taken under Section 406 of the IPC in cases where a Contractor deducts contributions from his employees' wages but fails to pay them to the ESIC, constituting a criminal breach of trust.
3.	Periodic Review of Contract	The Controlling Officer/IT Department reserves the discretion to conduct a periodic review of the performance of the Contract (Preferably 6 monthly) for the services being rendered by the Contractor. Suitable improvement areas, suggestions as suggested by the Controlling Officer/IT Department will be incorporated/improved upon by the contractor accordingly. Controlling Officer/IT Department will also maintain such review record for any future references. SECI reserves the right to terminate the contract in line with the mentioned termination clause, in case the feedback of the Contractor, its services or the discipline so expected is not found satisfactory during the performance of the contract.

SECTION VIII

FORMS & FORMATS

<u>LIST OF FORMS & FORMAT</u>	
Form No.	Description
Format-I	COVERING LETTER
Format-II	GENERAL PARTICULARS OF THE BIDDER
Format-III	FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY
Format-IV	FORMAT FOR EARNEST MONEY DEPOSIT
Format-V	FINANCIAL PROPOSAL
Format-VI	FORMAT FOR TURNOVER FOR LAST 03 (THREE) FINANCIAL YEARS
Format-VII	"NO DEVIATION" CONFIRMATION
Format-VIII	E-BANKING MANDATE FORM
Format-IX	FORMAT FOR BOARD RESOLUTIONS
Format-X	FORMAT FOR POWER OF ATTORNEY
Format-XI	DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.
Format-XII	FORMAT FOR SOR/ PRICE BID

Covering Letter

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

Date: _____

Reference No: _____

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

Tel. #:

Fax #:

E-mail address#

To

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

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

Dear Sir,

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

1. We give our unconditional acceptance to the Bid Document, dated [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document.
2. Processing Fees
We have enclosed a Bid Processing Fees of INR..... (Insert Amount), in the form of NEFT/Demand Draft/ Banker's Cheque no..... (Insert UTR reference no/ reference of the DD/ Banker's Cheque) dated..... (Insert date of UTR/DD/ banker's cheque) from (Insert name of Bank providing DD/ banker's cheque) and valid up to and including in terms of Clause of this tender

3. Earnest Money Deposit
We have enclosed an Earnest Money Deposit of INR..... (Insert Amount), in the form of 'Demand Draft' or 'Banker's Cheque' or NEFT or bank guarantee no..... (Insert reference of the bank guarantee) dated..... (Insert date of bank guarantee) as per Format-IV from (Insert name of Bank providing BG) and valid up to and including in terms of Clause of this tender.
4. We have submitted our response strictly as per (Forms & Formats) of this Bid, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the bid Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
6. Familiarity with Relevant Indian Laws & Regulations:
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Bid Document, in the event of our selection as Successful Bidder.
7. We are enclosing herewith our response to the bid Document with formats duly signed as desired by you in the Bid Document for your consideration.
8. It is confirmed that our response to the Bid Document is consistent with all the requirements of submission as stated in the Bid Document and subsequent communications from SECI.
9. The information submitted in our response to the Bid Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Bid Document.
10. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
11. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred eighty (180) days from the date of opening of limited tender or as per the published bid document.
12. Contact Person

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

Name :

Designation:
Company :
Address :
Phone Nos.:
Mobile Nos.:
Fax Nos. :
E-mail address:

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

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

GENERAL PARTICULARS OF THE BIDDER

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

(Signature of Authorized Signatory)

FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY

(To be submitted by the Successful Bidder)

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

Reference:

Bank Guarantee No.:

Date:

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

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

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

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

Our Guarantee shall remain in force until..... [Insert date which is 30 days after the date in the preceding sentence]. SECI shall be entitled to invoke this Guarantee till

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

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

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

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

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

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

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

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

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

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

Signature: _____
Name: _____
Power of Attorney No.: _____
For _____ [Insert Name 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.

FORMAT FOR EARNEST MONEY DEPOSIT

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

Ref. _____

Bank Guarantee No. _____

Date: _____

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

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

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with NIT]. SECI shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

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

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

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

enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank. This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of this NIT] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For _____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Bank Contact Details & E Mail ID is to be provided

FINANCIAL PROPOSAL
(On Bidder's letter head)

Bid/NIT .No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address#

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

Sub: Response to Bid/NIT no. _____ dated _____ for: **Selection of Agency for conducting Gap Assessment for compliance with DPDP Act, 2023 at SECI.**

Dear Sir/ Madam,

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

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

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

Thanking you,
We remain,
Yours faithfully

Name
Designation

Seal and Signature of Authorized Person

Format 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 (INR)	Remarks
1	2022-23		
2	2023-24		
3	2024-25		

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

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2025.

And

Net worth (strike out whichever is not applicable) of INR.....Crore based on audited annual accounts as per last FY.

Date:

Signature of Chartered

Seal and Signature of Bidder

Accountant with Seal

Witnesses:

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

SUB:

DOCUMENT NO:

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

E-Banking Mandate Form
(To be issued on Bidder letter head)

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

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

(Signature of Vendor/ Vendor/ Bidder/ customer)

FORMAT FOR BOARD RESOLUTIONS

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

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

1. RESOLVED THAT Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the “**Selection of Agency for conducting Gap Assessment for compliance with DPDP Act, 2023 at SECI**” including signing and submission of all documents and providing information/ response to bid of Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

Certified True Copy

(Signature, Name and Stamp of Director/Company Secretary)

Notes:

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

POWER OF ATTORNEY

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

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

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

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

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

Signed by the within named

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

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

Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.
(Signature)
Name.....
Designation
2.
(Signature)
Name.....
Designation

Notes:

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

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

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

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

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

To,

M/s SOLAR ENERGY COPRORATION OF INDIA LIMITED

Bid No:

Date:

Sub: Bid for “Selection of Agency for conducting Gap Assessment for compliance with DPDP Act, 2023 at SECI”.

Dear Sir / Madam,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

SCHEDULE OF RATES (SOR)/PRICE BID

(On Bidder's letter head)

The assignment shall be executed on a Lumpsum, Fixed-Price Basis. The quoted price shall include all professional fees, manpower, travel, boarding & lodging, overheads, incidental expenses, and all other costs required for successful completion of the Scope of Work.

Sl. No.	Description	Amount (INR)
1.	Lump-Sum Fee for Conducting Gap Assessment for Compliance with DPDP Act, 2023 at SECI - Complete Scope of Work (Exclusive of GST)	
	Applicable GST (%)	
	Total Evaluated Bid Value (Inclusive of GST)	

NOTE:

- a) The bidder has to quote Total Evaluated Bid Value (TEBV) only on GeM portal <https://www.gem.gov.in> and Submit Financial Document indicating price break up as per Format-XII: Schedule of Rates (SOR)/Price Bid along with Financial Bid in the prescribed price bid format only on the GeM Portal.
- b) The bidder has to 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 180 days from the date of opening of tender, failing which the Limited 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.