



**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, India.**

This is a **Tender for “Design, Translation, Printing and Supply of Annual Report of SECI for Financial Year 2024-25”** invited by Solar Energy Corporation of India Limited (hereinafter called as “SECI”), from the eligible Vendors (hereinafter also called as “Bidder” or as “Contractor” or as “Vendor”) to participate & submit their bid.

For the implementation of the above-mentioned work, Bidders shall submit their bid complete in all respects as per the Terms & Conditions of this tender document.

**DISCLAIMER:**

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

## **1. Scope of Work:**

### **1.1 General:**

- i. The scope of work includes the conceptualisation, designing & development of theme-based cover design, inside pages, separators, infographics, photo-editing, etc., for creative presentation of content, facts & figures related to the company's performance. The design, production and printing should be of first grade. Designing is to be done by the Vendor, and the Vendor shall submit 03-05 cover designs and graphs of the Annual Report for approval, and final approval will be accorded by SECI.
- ii. Annual Report to be drafted in English and Hindi in printable and digital (Word & PDF) versions. The Vendor shall deliver an interactive PDF version with clickable navigation, embedded links, etc. The printing shall be of high quality, and work done in substandard quality may not be accepted.

**Note:** It is to be noted that the vendor should submit the typed, proofread, and printed versions in both English and Hindi. Vetting and proofreading of the English and Hindi versions shall be in the scope of the vendor. The vendor shall arrange sensible and meaningful translation of the content through proper software/ qualified human translators conversant with business and financial terminology, and not literal translation through any web browsers. Changes advised by SECI, during vetting and proofreading, should be incorporated by the vendor. The final approval will be accorded by SECI.

### **1.2 Concept & Design:**

- i. Conceptualising the theme/concept with a purpose.
- ii. Creating & Designing Cover and Back pages and theme pages, defining the visual (graphic) properties of the Report.
- iii. Designing the template for the financial statutory section (Vendor to ensure maximum efficiency of space and suggest techniques to reduce wastage of paper where feasible).
- iv. Visualisation, designing, and layout of the non-financial section of the report.
- v. Representation of financial data may be creatively done through infographics to give a clear picture at a glance. Bar graphs/pie charts, etc., may be used for better representation of figures to shorten the report and improve the visual aesthetics. All infographics are to be aligned with the colour scheme of the annual report.
- vi. A unique colour scheme shall be followed throughout the report to give a coherent look.
- vii. A mobile-responsive, browser-compatible digital flipbook version of the annual report is to be submitted by the vendor to make it more user interactive.

**Note:** All conceptualisation & designing to be done by the Vendor by highlighting the logo & name of SECI. However, the final approval of the same will be given by SECI.

**1.3 Content & Inputs:**

- i. Concept, research and writing of content for the non-statutory sections of the Report (12-16 pages).
- ii. Edit and enhance inputs provided by SECI for the statutory sections of the Report (excluding financial section) (estimated 350 pages +/- 12 pages)
- iii. Proofread of the content in both languages.
- iv. Marking all content (text, photo or otherwise) as SECI copyright, wherever applicable.
- v. Compilation and storage of content, pictures and data.
- vi. SECI will provide inputs (text and pictures) to draft/ enhance engaging and comprehensive content and will be responsible for providing statutory financial data.

**1.4 Specifications:**

The Vendor shall strictly adhere to the following specifications while designing and printing the SECI Annual Report for FY 2024-25

- i. **Size of the Report/ Paper:** 8.5” \* 11.00” (Letter)
- ii. **Paper for Cover Page:** 300 GSM High Quality Imported Art Card laminated
- iii. **Paper for Text Pages/ Inside pages:** 135 GSM High Quality Art (Glossy) Imported Art Paper.
- iv. **UV Coating:** On covers/internal pages (as per the requirement of the design).
- v. **Type of Printing:** Offset Printing
- vi. **Binding:** Perfect Binding
- vii. **Lamination:** Good Quality Matte Finish
- viii. **Language:** English and Hindi Separately
- ix. **Number of pages:** Approx. 350 pages (excluding cover pages) (with a variation of +/- 12 pages) each in English and Hindi, with around 25-30 multi coloured photographs.
- x. **Number of Copies:** 150 Copies (English Version: 100 copies & Hindi Version: 50 copies)
- xi. The vendor is required to include around 15-20 colour graphs (pie charts, bar graphs, line charts, etc.) on data like Annual revenue, PBT, PAT, Power Trading Units, etc., as per SECIs instructions. Complete layout, theme-based designing of cover page, inside pages, index, composing, etc., along with creative placement of images, tabular data, infographics, will be in the scope of the vendor.

- xii. Additionally, designing, Type Setting, artwork, Page Layout of Cover pages as well as inside pages, printing of report, lamination and perfect binding thereof shall remain in the Scope of the vendor. The Vendor shall submit paper samples of Text Paper and Cover to be used with the specifications.
- xiii. The other terms and conditions of this work order will be as under:
  - a) The decision of SECI shall be final in all respects.
  - b) Printing to be done on both sides of the paper in the Hindi version and the English version.
  - c) Price quoted by the Vendor remains firm/fixed. No request for extra payment on account of an increase in prices on whatever account will be entertained.
  - d) The Vendor shall name a coordinator from amongst their staff who will be responsible for daily coordination with SECI for this purpose. Coordinators' name & mobile number may be in the variable indicated in the acceptance letter to enable this office to communicate on a need basis.

### **1.5 Deliverables:**

- i. Considering the stringent timeliness (project delivery), front-end and back-end support is required on an emergent and as-needed basis.
- ii. The Vendor shall deliver/ submit all compiled data (content or pictures)/ final Annual report in MS-Word & PDF format (both versions i.e. English and Hindi capable of being downloaded in the SECI) including printed copies of Annual Reports within 4 weeks from the date of handing over of Manuscripts by the Officer-in-charge of SECI. The decision of SECI is final in this regard & binding on both parties.

### **iii. Digital Deliverables:**

- a) Interactive PDF version (clickable navigation, embedded links).
- b) Mobile-responsive digital flipbook version, compatible across major browsers.
- c) Source files (InDesign/Photoshop or equivalent) of final designs.
- d) Word and PDF formats of the report (English and Hindi)

### **1.6 Compliance:**

- i. The assignment will be completed in compliance with all SEBI/regulatory/legal prescriptions, as applicable.
- ii. SECI reserves the right to reject any or all of the artwork/creatives without assigning any reason whatsoever.
- iii. SECI reserves the right to be the author or creator of the report, including the right to copy, distribute and adapt the report.

## **2. Qualifying Requirements:**

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

## **2.1 General eligibility criteria**

- 2.1.1 The bidder should be an Indian company registered in India and may be an Affiliate or Holding Company or Subsidiary company of a company meeting the financial eligibility requirement (s) as set forth in this section. Government owned Enterprises registered and incorporated in India are allowed to participate in this tender.
- 2.1.2 Further, Limited Liability Partnerships Firms, Proprietorships Firms and Partnerships Firms are also allowed to participate in this tender. However, the bidders against whom sanction/ debarment/ blacklisting for conducting business is imposed by Government of India, are not allowed to participate. The subsidiary of a foreign company, which is registered in India under Companies Act, 1956 or 2013 prior to the bid submission deadline, is eligible to participate.
- 2.1.3 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.
- 2.1.4 NGOs, Charitable Trusts, Educational Societies are not eligible for participation in this Tender. Bids by Consortium/ JV are not allowed to participate under this Tender.
- 2.1.5 It shall be the sole responsibility of the bidder to inform SECI 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.
- 2.1.6 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

## **2.2 Technical eligibility criteria**

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

The bidder must have successfully completed “**Similar Work**” (“Similar Work” means “**Annual Report design and/or Printing/ Business report design and/or printing, etc.**” to the Govt./ CPSUs/ JVCs of CPSUs/ Private organizations/ Autonomous Bodies/ Companies/ Institutes/ MNCs), over the last three years i.e. as on the last date of bid submission in the current financial year and the last three financial years: -

- i. At least one similar completed work costing not less than the amount equal to **INR 8.88/- Lakhs** (Indian Rupees Eight Lakh Eighty-Eight Thousand Only) inclusive of all taxes;  
**OR**
- ii. At least two similar completed works each costing not less than the amount equal to **INR 5.55/- Lakhs** (Indian Rupees Five Lakh Fifty-Five Thousand Only) inclusive of all taxes;  
**OR**
- iii. At least three similar completed works each costing not less than the amount equal to **INR 4.44/- Lakhs** (Indian Rupees Four Lakh Forty-Four Thousand Only) inclusive of all taxes.

**(Documents Required:** Proof of documentation conforming above experience details/ Client Work Order/Contract Agreement along with Completion Certificate/ Performance Certificate/ Successful Order execution confirmation from client side indicating scope of assignment, name of client(s), value of assignment, date & year of award etc).

### 2.3 Financial eligibility criteria

The Minimum Average Annual Turnover (MAAT) of the Bidder during the last three years, ending 31<sup>st</sup> March of the previous financial year (i.e. FY 2022-23, 2023-24 & 2024-25) must be at least **INR 4.44/- Lakhs** (Indian Rupees Eleven Lakhs Only)\*.

**AND**

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

*\* 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 has 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.

### 2.4 Documentary Evidence for the following must be submitted, to support Bidder eligibility:

- a. Documentary evidence including PO/ WO/ Completion Certificate/ Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders.
- b. Copies of relevant Certificates issued.
- c. Copy of Bidder's Self Certification on Letterhead of bidder being not blacklisted /barred for taking business by any Government Department/PSU.
- d. Certified copies of registration certificates.
- e. Documents showing proof of turnover during last 3 financial years.

### 2.5 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.

- 2.6 **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.**
- 2.7 Notwithstanding anything stated above, SECI 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 SECI. Authenticity of documents submitted by Bidders may also be verified by SECI as deemed fit through its own sources.
- 2.8 SECI reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.
- 2.9 **IN CASE ANY DOCUMENT SUBMITTED BY A BIDDER IS FOUND TO BE FORGED OR FAKE, SECI RESERVES ITS RIGHT TO TAKE APPROPRIATE ACTIONS FOR SUCH MALPRACTICES INCLUDING FOREFEITURE OF EMD AND/ OR BANNING OF BUSINESS/ BLACKLISTING ETC.**

### **3. 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:

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.

**“Bidder should explicitly note that no hard copies are to be submitted as a part of the Bid”.**

#### **I. As part of First Envelope**

- a. Covering Letter as per Format-I.
- b. General particulars of the Bidder as per the Format-II.
- c. No Deviation Confirmation as per Format-III.
- d. E-Banking Mandate Form as per Format-IV.
- e. Power of Attorney as per Format-VII or Board Resolution as per Format-VI for such authorization.
- f. Certificate for financial capability of Chartered Accountant as per Format-VIII.
- g. Copy of GST registration No, PAN Card.
- h. An undertaking that the bidder has not been blacklisted by any Government Department/ Autonomous bodies/ any organization as on the date of submission of the bid.
- i. An undertaking Regarding Banning, Liquidation, Court Receivership etc. as on the date of submission of the bid.

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

## **II. As part of Second Envelope**

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

## **4. Evaluation of bids:**

Proposals shall be evaluated as per evaluation criteria mentioned below on the **Least Cost Selection (LCS) methodology**.

### **4.1 Evaluation of Techno-Commercial Part (First Envelope):**

#### **i. Evaluation of minimum eligibility**

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

SECI 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 SECI will examine the information supplied by the bidders, 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 SECI 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.



**ii. Technical Evaluation**

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

Criteria	Maximum Marks	Evaluation Basis	Supporting Documents
<b>A. Relevant Experience (Last 5 Years)</b>			
Annual Reports designed and printed	20	5 marks per report with work order/ completion certificate	<ul style="list-style-type: none"> <li>- Copies of at published annual reports (soft copy or printed sample)</li> <li>- Work orders/ Completion certificates from clients</li> </ul>
<b>B. Quality of Past Work</b>			
Creativity, layout, and use of infographics	20	10 marks per evaluated sample (max 2), based on visual design, originality, and clarity	<ul style="list-style-type: none"> <li>- Portfolio samples (PDFs, links, or printed) of past reports with strong design elements</li> <li>- Cover pages, charts, and visual storytelling elements</li> </ul>
Bilingual content handling and presentation	10	5 marks per bilingual sample (max 2), evaluated for accuracy and formatting consistency	<ul style="list-style-type: none"> <li>- Samples of bilingual reports (English-Hindi)</li> <li>- Side-by-side English-Hindi layouts (if available)</li> <li>- Evidence of previous translation assignments</li> </ul>
<b>C. Team Qualifications</b>			
Creative Director/ Designer	10	5 marks for qualification (Design/Arts degree) + 5 marks for relevant experience as follows:	<ul style="list-style-type: none"> <li>- CV or brief profile with relevant design experience</li> <li>- Portfolio showcasing relevant design work</li> </ul>
		<b>Experience</b>	
		≥5 years	
		≥6 years	
		≥7 years	
		≥8 years	
Hindi Translator (Rajbhasha qualified preferred)	10	5 marks for qualification (Hindi/Rajbhasha certified) + 5 marks for relevant experience as follows:	<ul style="list-style-type: none"> <li>- CV with translation experience and Rajbhasha expertise</li> <li>- Certificates (e.g., Rajbhasha training, government empanelment, etc.)</li> <li>- Past work samples in Hindi translation</li> </ul>
		<b>Experience</b>	
		≥5 years	
		≥6 years	
		≥7 years	

		≥8 years	4	
		≥9 years	5	
<b>D. Creative for SECI's Annual Report</b>				
Creativity, layout, and use of infographics	30	Based on visual design, originality, creativity, presentation style, layout and clarity etc.	Cover design options and inside pages (04 pages) with charts, graphs, Pictograms, and design aspects along with the bid	
<b>Total</b>	<b>100</b>			

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

#### 4.2 Opening of Second Envelope

- 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 Clause 4.1. In case the bid/offer is rejected, pursuant to Clause 4.1 the Second Envelope submitted by such bidders shall be sent to archive unopened.
- 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 tender document.

#### 4.3 Evaluation of Financial Part (Second Envelope)

- SECI 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.
- The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.
- Arithmetical errors will be rectified in line with Clause 16 of the tender document.
- The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Tender Documents.
- In case only single offer is received, SECI at its sole discretion may take appropriate actions for further process as per SECI policy.
- The Financial bids will be evaluated based on the Total Evaluated Bid Value (TEBV) inclusive of GST.

- vii. Based on the Total Evaluated Bid Value inclusive of GST (TEBV) quoted by the bidders the financial bid on GeM portal, SECI shall arrange the bids in the ascending order i.e., L1, L2, L3, etc. (L1 being the lowest quote).

## **5. Selection of a Successful Vendor:**

The Bidder quoting the lowest Price/TEBV inclusive of GST (L1 Price) after financial bid opening will be identified and shall be declared as the Successful Bidder. In case of multiple Bidders quoting the L1 price, the selection of the Successful Bidder shall be done per provisions of GeM.

## **6. Issuance of GeM Order:**

SECI 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.

Prior to the expiry of 'Period of Bid Validity', SECI will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ "GeM Order" through e-mail/ courier/ registered post/ GeM portal, that his Bid has been accepted.

Contract Period shall commence from the date of "Notification of Award"/ "GeM Order" or as mentioned in the Notification of Award/ GeM Order and the "Notification of Award"/ "GeM Order" will constitute the formation of a Contract.

## **7. Payment Terms:**

- 7.1 100% payment for the deliverable and services as detailed above under Scope of Work shall be released on the basis of actual number of annual report copies printed (both English and Hindi versions) after deduction of taxes and duties and liquidated charges, if any as applicable, on successful completion of the total work & deliverable if any including verification of original Invoice/bill by Officer-in-charge of SECI from Admin/CP division.
- 7.2 Payment will be released only on submission of Invoice/Bill duly completed in all respect, and PBG confirmation as per tender document. No advance payment shall be given under any circumstances whatsoever.
- 7.3 All payments to be made directly to the Vendor under the GeM Order shall be made by SECI through electronic payment mechanism (e-payment).
- 7.4 All payments shall be made against GST invoices to be raised by the Vendor as specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard. In the event that the Vendor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, SECI shall not be liable to make any payment against such invoice.

## **8. Duration & Liquidated Damages (LD):**

The Vendor shall supply/deliver the hard copies of the Annual Report within 4 weeks from the date of handing over of Manuscripts by the Officer-in-charge of SECI. In case bidder fails to supply/deliver the copies Annual Report within the stipulated period, liquidated damages at the rate of 0.5% of total contract value of the order, for per week of delay, subject to a maximum of 10% of the total contract value, will be levied.

## **9. General Terms & Conditions:**

- 9.1 The Vendor shall be liable for any breach, non-performance or delay in carrying out any obligation contained in the contract. In case a complaint is not attended as per stipulated timelines mentioned under para “warranty period”, it may be carried out through some other sources at the risk and cost of the Vendor, after issue of one written warning/notice.
- 9.2 The Vendor shall be responsible for all type of accidents during course of the execution and shall be liable for paying compensation to his staff as well as to the SECI for the damages.
- 9.3 If Vendor or their employee shall damage or destroy any Computer and accessories, cable, electric lines etc. at SECI premises, the Vendor shall make good the damages at their expenses or in default SECI can deduct the expense from any sums that may be due, or at any time thereafter become due to the Vendor under the contract or otherwise.
- 9.4 The deliverable report shall be either on paper or via email as convenient. Either review or time stamped messages shall authenticate validity.
- 9.5 The bidder should not quote End-of-Sale, End-of-Life and End-of-Support products as on the date of bid submission.

## **10. Contract Performance Security (CPS):**

- 10.1 Against the contract of the Goods & Services, within 30 (Thirty) days from the date of issuance of the GeM Order, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format-V provided in Forms & Formats of tender documents and which shall be amounting to **3% of the Total Contract Value and shall be valid for a total period of 6 (Six) Months from the date of issuance.** The Contract Performance Security shall be in the form of either **Banker’s Cheque or Demand Draft or Bank Guarantee or NEFT** and shall be in the currency of the Contract and will be issued in the name of the SECI (Solar Energy Corporation of India Limited).

**The Contract Performance Security may be submitted in the form of “Account payee Demand Draft, Banker’s Cheque, Fixed Deposit Receipt or Bank Guarantee (Including e-Bank Guarantee) in favour of “Solar Energy Corporation of India Limited”, New Delhi.**

Bank Guarantee towards Contract Performance Security shall be from an 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

- 10.2 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.

- 10.3 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. SECI at its sole discretion may cancel the GeM Order/ Contract Agreement, in case Contract Performance Security is not submitted within 45 (Forty) days from the date of issuance of the GeM Order. However, total project completion period shall remain same. Part Security shall not be accepted.
- 10.4 If the bidder or their employees or the bidder's agents and representatives shall damage, break, deface or destroy any property belonging to the SECI 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 Officer-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 Officer-in-Charge shall be final).
- 10.5 All compensation or other sums of money payable by the bidder to the SECI 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 SECI of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the bidder shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the SECI for sum deposited as Contract Performance Security.
- 10.6 The Contract Performance Guarantee (CPG) submitted shall be released to the Vendor without any interest not later than 90 days after the successful completion of the contract subject to the approval and acceptance by the SECI (Solar Energy Corporation of India Limited).

## **11. Default in Contracts Obligation:**

- 11.1 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.
- 11.2 In addition to above clause, SECI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part as following:
  - a. If the Successful Bidder fails to deliver any or all of the Work as required by SECI or
  - b. If the Successful Bidder fails to perform any other obligation(s)/duties under the Contract or
  - c. If the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

## **12. Non-Disclosure Agreement:**

The Vendor shall safeguard and keep the Confidential Information of SECI in confidence. The Vendor shall not, without the prior written consent of the SECI, disclose Confidential Information to any person or entity except to Vendor'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 Vendor 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 Vendor shall ensure not to disclose the Confidential Information to its affiliates, Holding Company/ Parents as well as Group Companies.

## **13. Force Majeure:**

13.1 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 Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

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

### **13.2 Force Majeure Exclusions**

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

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Project/Service;
- b. Delay in the performance of any Contractor, sub-Contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in vehicle materials and equipment;
- d. Strikes at the facilities of the Contractor / Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
  - i. Negligent or intentional acts, errors or omissions;
  - ii. Failure to comply with an Indian Law; or
  - iii. Breach of, or default under this Contract Agreement.



- g. Normal rainy seasons and monsoon;
- h. Any Transport strikes not directly affecting the delivery of goods from manufacturer to site.

- 13.3 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.
- 13.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.
- 13.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.
- 13.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.
- 13.7 If works are suspended by Force Majeure conditions lasting for more than two months, the SECI shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 13.8 The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.
- 13.9 To the extent not prevented by force majeure event, the affected party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

## **14. Termination of GeM Order/ Work Order/Contract:**

### **14.1 Termination for SECI's Convenience**

- 14.1.1 The SECI may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this Sub-Clause 14.1.
- 14.1.2 Upon receipt of the notice of termination under Sub-Clause 14.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination
- a. cease all further services, except for such services as the SECI may specify in the notice of termination for the sole purpose of protecting that part of the services already executed,
  - b. terminate all subcontracts, except those to be assigned to the SECI pursuant to paragraph (c) (ii) below,
  - c. subject to the payment specified in Sub-Clause 14.1.3,



- i. deliver to the SECI the parts of the services executed by the Contractor up to the date of termination,
- ii. to the extent legally possible, assign to the SECI all right, title and benefit of the Contractor as of the date of termination, and, as may be required by the SECI, in any subcontracts concluded between the Contractors and its Subcontractor; and

14.1.3 In the event of termination of the Contract under Sub-Clause 14.1.1, the SECI shall pay to the Contractor the following amounts:

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

#### **14.2 Termination for Contractors' Default**

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

14.2.2 The SECI, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this Sub-Clause 10.2:

- a. if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or resupply, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt,
- b. if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 14.2.1,
- c. if the Contractor, in the judgment of the SECI has engaged in Fraud and Corruption in competing for or in executing the Contract.

14.2.3 If the Contractor

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

then the SECI may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the SECI may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Sub-Clause 14.2.

- 14.2.4 Upon receipt of the notice of termination under Sub-Clauses 14.2.2 or 14.2.3, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,
- cease all further services, except for such services as the SECI may specify in the notice of termination for the sole purpose of protecting that part of the services already executed,
  - terminate all subcontracts, except those to be assigned to the SECI pursuant to paragraph (c) below,
  - to the extent legally possible, assign to the SECI all right, title and benefit of the Contractor as of the date of termination, and, as may be required by the SECI, in any subcontracts concluded between the Contractors and its Subcontractor.
- 14.2.5 The SECI may expel the Contractor, and complete the services itself or by employing any third Party. The SECI may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the SECI and with an indemnification by the SECI for all liability including damage or injury to persons arising out of the SECI's use of such services.
- 14.2.6 Subject to Sub-Clause 14.2.7, the Contractor shall be entitled to be paid the Contract Price attributable to the services executed as of the date of termination. Any sums due the SECI from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.
- 14.2.7 If the SECI completes the services, the cost of completing the services by the SECI shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to Sub-Clause 14.2.6, plus the reasonable costs incurred by the SECI in completing the services, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under Sub-Clause 14.2.6, the Contractor shall pay the balance to the SECI, and if such excess is less than the sums due the Contractor under Sub-Clause 14.2.6, the SECI shall pay the balance to the Contractor.

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

- 15. Language:** All documents, statements, instructions, catalogues, brochures, notices and all other communications pertaining to this tender shall be in English language.

## **16. Correction of Errors:**

- 16.1 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 SECI, 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.
- 16.2 The prices of all such item(s) against which the Bidder has not quoted rates/ amount (viz., items left blank or against which ‘-’ is indicated) in the Price Schedules will be deemed to have been included in other item(s).
- 16.3 The subtotal, total price, or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.
- 16.4 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the SECI 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.
- 16.5 The amount stated in the bid will be adjusted by the SECI 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.

**FORMS & FORMATS**

**Format-I**

**COVERING LETTER**

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

Date: \_\_\_\_\_

Reference No: \_\_\_\_\_

From:

(Insert name and address of Bidding Company)

Tel. #:

E-mail address#

To

**Solar Energy Corporation of India Limited**

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

**East Kidwai Nagar, New Delhi- 110023**

Sub: Response to Bid Document ----- dated ----- **Tender for the -----**

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. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. We hereby declare that our company has not been debarred/ blacklisted by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
9. 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 tender.
10. Contact Person

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

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

11. 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 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	<b>Yes</b> <b>No</b>
GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

**Format-III**

**"NO DEVIATION" CONFIRMATION**

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

\_\_\_\_\_

SUB: Bid for **Tender for the** \_\_\_\_\_

\_\_\_\_\_.

**Dear Sir,**

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**Format -IV**

**E-BANKING MANDATE FORM**

(To be issued on Bidder letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
  - a) Name of Bank:
  - b) Name of branch:
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (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/customer)

**Format-V**

**FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY**

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

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'selected Contractor/ Vendor') 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/ Vendor and issuing GeM Order/ Notification of Award/ Contract Agreement No. \_\_\_\_\_ to \_\_\_\_\_ (Insert Name of selected Contractor/ Vendor) as per terms of Tender and the same having been accepted by the selected Contractor/ Vendor resulting in a contract to be entered into, for purchase of Work/Services [from selected Contractor/ Vendor, 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/ Vendor]

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

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

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

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [Insert name of the selected Contractor/ Vendor 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/ Vendor, to make any claim against or any demand on the selected Contractor/ Vendor or to give any notice to the selected Contractor/ Vendor or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Contractor/ Vendor.

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [Insert a date which is at least 30 days beyond the expiry of the validity period].

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ [Insert Name and Address of the Bank] \_\_\_\_

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by an Indian branch of a Scheduled Commercial Bank listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of Bank Guarantee.

**FORMAT FOR BOARD RESOLUTION**

**(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 **Tender for the** \_\_\_\_\_ for Solar Energy Corporation of India Limited, New Delhi, 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 Company Director/ Secretary with Registration (DIR)/ Membership number)**

**Notes:**

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

**Format-VII**

**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 Bid 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 Bid Number.

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 Bidding document.

**Signed by the within named**

..... **(Insert the name of the executant company)**  
**through the hand of Mr. ....duly authorized by the**  
**Board to issue such Power of Attorney**  
**Dated this ..... day of .....**

**Accepted** .....  
Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....  
**(Signature of the executant)**

**(Name, designation and address of the executant)**

.....

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

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

**WITNESS**

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

**Notes:**

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

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

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



**Format-VIII**

**FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL  
CAPABILITY OF THE BIDDER**

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

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

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

Sub: Bid for “\_\_\_\_\_” (Enter tender details)

Dear Sir/ Madam,

We have verified the Annual Accounts and other relevant records of M/s.....  
(Name of the bidder) and certify the following:

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

Annual Turnover of last 3 years:

Year	Amount (INR)
Year 1:	
Year 2:	
Year 3:	

And

Net worth of INR ..... Crore computed as per instructions provided in this tender based on  
unconsolidated audited annual accounts as per last Financial Year.

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name: .....

Date: .....

Place: .....

Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding  
Company.

Name: .....

Date: .....

Place: .....

**SCHEDULE OF RATES (SOR)/PRICE BID**

(On Bidder's letter head)

**Tender for “Design, Translation, Printing and Supply of Annual Report of SECI for Financial Year 2024-25”**

S. No.	Item Description	Quantity	Unit Rate (INR)	Sub-total excluding GST (INR)	GST (INR)	Sub-total including GST (INR)
		A	B	C=A*B	D	E=D+C
1	Innovative & Creative Designing of Annual Report 2024-25 as per the Scope of Work					
2	Translation from English to Hindi of the Annual Report of SECI for FY 2024-25					
3	Printing of Annual Report- English Version	100				
4	Printing of Annual Reports-Hindi Version	50				
<b>Total Evaluated Bid Value (TEBV) in Figures (INR) [F= E1+E2+E3+E4]</b>						
<b>Total Evaluated Bid Value (TEBV) in Words (INR) [F= E1+E2+E3+E4]</b>						

**NOTE:**

- The bidder has to quote Total Evaluated Bid Value (TEBV) only on GeM portal <https://www.gem.gov.in> and Submit Excel Sheet/ Financial Document indicating price break up as per Format-IX: Schedule of Rates (SOR)/Price Bid along with Financial Bid in the prescribed price bid format only on the GeM Portal.
- The bidder has to quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.
- Tender with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- 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.
- All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor/ Vendor under the Contract, or for any other cause, shall be mentioned as per the Price bid format mentioned.

- f) Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account. Bidder shall quote Service charge for all the work as per the Scope of work and Specifications as defined under this document.**
- g) In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the price bid format.
- h) Payment will be made as mentioned in the payment terms.
- i) Variation in taxes, duties, levies etc. after award of job but within the Time schedule as mentioned in Limited Tender shall be to the account of SECI. Any variation in taxes, duties, levies etc. beyond Time schedule shall be to BIDDER's account. In case of statutory variation in GST during currency of the Contract, the Contractor/ Vendor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- j) Bidder confirms that he has noted the contents of the Preamble to the Schedule of Rates, Schedule of Rate, Bid Document and quoted his Prices accordingly without any deviation.