



# **Solar Energy Corporation of India Limited**

## **(A Government of India Enterprise)**

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

**Tel: 011 – 24666 200**

**E-mail: [contracts@seci.co.in](mailto:contracts@seci.co.in)**

### **Expression of Interest (EOI)**

**For**

**The Empanelment of Agencies for Advertising and Publicity Services  
at Solar Energy Corporation of India Limited, New Delhi**

**EOI No. [SECI/C&P/AD/EOI/17/0001/2023-24](#)**

**Dated: 03.07.2023**

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## **DISCLAIMER**

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

Place: New Delhi

Date: 03.07.2023



# **SECTION-I**

## **INVITATION FOR BIDS (IFB)**

**INVITATION FOR BIDS (IFB)  
FOR  
EMPANELMENT OF ADVERTISING AGENCIES FOR ADVERTISING AND PUBLICITY  
WORK ATF SOLAR ENERGY CORPORATION OF INDIA LIMITED (SECI)**

**(SINGLE STAGE SINGLE ENVELOPE BIDDING)**

**Under Offline Mode**

- 1.0 Solar Energy Corporation of India Limited (hereinafter referred as “SECI” or as “Owner”) is a CPSU under the administrative control of the Ministry of New and Renewable Energy (MNRE) - Government of India (GoI), to facilitate the implementation of JNNSM and achievement of targets set therein. It is the only CPSU dedicated to the solar energy sector. In the present outlook of the RE sector, especially solar energy, SECI has a major role to play in the sector’s development. The company is responsible for implementation of a number of schemes of MNRE for large-scale grid-connected projects under JNNSM, solar park scheme and grid-connected solar rooftop scheme along with a host of other specialised schemes. In addition, SECI is also developing its own Solar, Floating & Hybrid innovative RE Projects & is providing consultancy services to various major CPSUs for developing turnkey basis RE Projects. The company also has Category I Power Trading License and is active in this domain through trading of solar power from projects set up under the schemes being implemented by it.
- 2.0 SECI is having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023.
- 3.0 Being a new and fast-growing sector, the various activities being undertaken by SECI needs wider publicity.
- 4.0 SECI therefore invites bids from eligible Bidders/Agencies on Competitive Bidding basis under Offline Mode procedure for carrying out the Advertising and publicity work on behalf of SECI.
- 5.0 This Invitation for Bids extended through media, website or written communication or by any other means, and issuance of EOI documents below shall not be construed to mean that the prospective Bidders/Agencies to whom the Invitation for Bids has been extended and/ or EOI documents have been issued is deemed to be an eligible bidder. The eligibility of the Bidders/Agencies shall be determined as per the provisions of EOI documents.

**OVERVIEW OF THE EOI**

- 6.0 Agencies empanelled by SECI based on this EOI, shall be responsible for carrying out the complete Advertising and publicity work at SECI as detailed out in this EOI documents.
- 7.0 The bidding documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.
- 8.0 Bidders/Agencies shall submit their bid by strict adherence to this EOI document. Any deviation

other than specifically allowed in this EOI document shall be liable for rejection of the bid at the sole discretion of Owner.

### **GENERAL**

9.0 The complete EOI documents are available at Central Public Procurement portal (CPPP) of GoI at [www.eprocure.gov.in](http://www.eprocure.gov.in) as well as on SECI's website <http://www.seci.co.in>. Interested Bidders/Agencies shall download the EOI documents from the Website as per the provisions available therein.

10.0 They may obtain further information regarding this EOI 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.

**For proper submission of the bids through offline mode**, it shall be the sole responsibility of the Bidders/Agencies to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the EoI as well as by contacting M/s Solar Energy Corporation of India Limited, New Delhi 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 submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

11.0 A **Single Stage Single Envelope** Bidding Procedure will be adopted for this EOI document. It shall be noted that the respective rights of the Owner and the Bidder/ Agency shall be governed by the EOI Documents/ Empanelment Agreement signed between the Owner and the Agency.

12.0 Bidders/Agencies should submit their bid proposal offline at SECI office complete in all aspect on or before last date and time of Bid Submission as mentioned in Bid Information Sheet of ITB.

13.0 Bidder shall submit bid proposal along with non-refundable Bid Processing Fees (if applicable), complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in presence of authorised representatives of Bidders/Agencies who wish to be present. Bid proposals received without the prescribed Bid Processing Fees will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**

14.0 EOI documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from CPPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in) as well as on SECI's website <http://www.seci.co.in>. **It is mandatory to download official copy of EOI document from SECI Website. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this EOI shall be uploaded on SECI website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned SECI website.**

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

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

### **INTERPRETATIONS**

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

## **BID INFORMATION SHEET**

The brief details of the EoI are as under:

(1)	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	Empanelment of Agencies for Advertising and Publicity Work at Solar Energy Corporation of India Limited, New Delhi.				
(2)	<b>EOI NO. &amp; DATE</b>	SECI/C&P/AD/EOI/17/0001/2023-24 dated 03.07.2023.				
(3)	<b>TYPE OF BIDDING SYSTEM</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">SINGLE BID SYSTEM</td> <td style="width: 50%; text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="text" value="Yes"/>	TWO BID SYSTEM	<input type="text"/>
SINGLE BID SYSTEM	<input type="text" value="Yes"/>					
TWO BID SYSTEM	<input type="text"/>					
(4)	<b>TYPE OF EOI/ TENDER</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">E-TENDER</td> <td style="width: 50%; text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> </table>	E-TENDER	<input type="text"/>	MANUAL	<input type="text" value="Yes"/>
E-TENDER	<input type="text"/>					
MANUAL	<input type="text" value="Yes"/>					
(6)	<b>EMPANELMENT PERIOD</b>	03 (Three) Years from the effective date of Notification of Empanelment (NOE) with the provision for further extension of 02 (Two) years based on the satisfactory performance of the agency during the empanelment period and/or based on mutual agreement of both the parties.				
(7)	<b>JV/CONSORTIUM</b>	NOT ALLOWED				
(8)	<b>NUMBER OF BIDS PER BIDDER</b>	01				
(9)	<b>COST OF BIDDING DOCUMENTS</b>	FREE OF COST				
(10)	<b>BID CURRENCY</b>	NOT APPLICABLE				
(11)	<b>DOCUMENT FEE/ COST OF EOI DOCUMENT (NON-REFUNDABLE)</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> </table>	APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input type="text" value="Yes"/>
APPLICABLE	<input type="text"/>					
NOT APPLICABLE	<input type="text" value="Yes"/>					
		The EoI document is Free of Cost.				



SUN FOR EVER

(12)	<b>BIDCUMENT PROCESSING FEE (NON-REFUNDABLE)</b>	<table><tr><td>APPLICABLE</td><td><input type="text" value="Yes"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table> <p>Amount: <b>INR 6000.00/-</b> (Indian Rupees Six Thousand Only) inclusive 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 favour of “<b>Solar Energy Corporation of India Limited, New Delhi</b>” Payable at New Delhi. Bid Processing Fee is to be deposited along with the Bid document submission.</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(13)	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<table><tr><td>APPLICABLE</td><td><input type="text"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text" value="Yes"/></td></tr></table>	APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input type="text" value="Yes"/>
APPLICABLE	<input type="text"/>					
NOT APPLICABLE	<input type="text" value="Yes"/>					
(14)	<b>CONTRACT PERFORMANCE SECURITY</b>	<table><tr><td>APPLICABLE</td><td><input type="text"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text" value="Yes"/></td></tr></table>	APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input type="text" value="Yes"/>
APPLICABLE	<input type="text"/>					
NOT APPLICABLE	<input type="text" value="Yes"/>					
(15)	<b>DATE, TIME &amp; VENUE OF PRE-BID MEETING</b>	Scheduled as per EoI on CPPP portal and/or SECI website.				
(16)	<b>BID-SUBMISSION DEADLINE (OFFLINE MODE)</b>	As per EoI on SECI portal				
(17)	<b>TECHNO- COMMERCIAL BID OPENING</b>	As per EoI on SECI portal				
(18)	<b>E-REVERSE AUCTION (E-RA)</b>	NOT APPLICABLE				
(19)	<b>CONTACT DETAILS OF SECI</b>	<p>1) Sh. Ajay Kumar Sinha AGM (Contracts &amp; Procurement)</p> <p>2) Sh. Sandeep Kumar DGM (Contracts &amp; Procurement)</p> <p>Contact No.: 011 24666 200 Email: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></p>				

(20)	<b>NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO EOI)</b>	Sh. Swapnil Gandhi Senior Engineer (Contracts & Procurement)  Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Contact No.: 011 24666 359, Extension: 359 Email: <a href="mailto:swapnil.gandhi@seci.co.in">swapnil.gandhi@seci.co.in</a>
(21)	<b>DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED</b>	Sh. Manas Ranjan Mishra / Sh. Akash Singh DGM (Solar/ Admin)/ Manager (Solar/ Admin) Contact No.: 011 24666 200, Extension: 258.

**Note:** Bidders/Agencies also have the option of submitting the Bid Processing Fees through online mode to SECI through NEFT/RTGS, complete bank details of which are available at SECI's website at [www.seci.co.in](http://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.

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



## **SECTION-II**

# **DETAILED SCOPE OF WORK AND TECHNICAL PARAMETERS**

## 1 **GENERAL**

The intent of the specification for empanelment of advertising agencies covers rendering professional services for design, analysis, preparation of required documents for Advertising and publicity including preparation art work/tender notice for different advertisement campaigns and release of same in print media.

## 2 **SCOPE OF WORK**

2.1 The scope of work includes but not limited to the following: -

- a) Preparation of Art Work/Tender Notice for different advertisement campaigns and release the same in Print Media.
- b) Preparation of Plans for different advertising campaigns from time to time
- c) Release of advertisement in Electronic/ Print Media
- d) Preparation of Corporate Videos, AVs, Media Plan for Print & Electronic Media
- e) Artwork for Hoardings, Banners, Posters & Designs of all other outdoor media advertisement
- f) Artwork for Corporate Brochures, leaflets, Invitation Cards, magazines, annual Reports and Souvenirs etc.
- g) Organizing events, exhibitions, brand building exercise whenever required
- h) Publication of Advertisements (Tender, EOIs, Auction Calls/Employment Notices etc.) and any other publication of such nature as required by the Owner by observing the time line.
- i) Organizing events like trade fairs, expos, exhibitions & related jobs at negotiated price.
- j) Ensure publication of press releases of Owner (Free of Cost) in the News Papers as and when required.
- k) Organizing Press Conference for Employer/Owner as and when required.
- l) Conceptualization of creative, designing and media management including release of advertisement in Newspapers, Commercials on TV/ Radio etc. for Owner's corporate campaign.
- m) Any other work related to Publicity and Corporate Communication of Owner.

The agency shall deploy a stable task force of well qualified and experiences executives for this work. The manpower proposed to be deployed for this task shall be guaranteed by bidder in his offer discipline wise and category wise required for execution of services included under the scope of the specification.

The agency shall depute an executive to act as full-time overall coordinator and focal point for all interactions with Owner throughout the period of empanelment.

2.3 Printing and Production of

- a) Annual Reports
- b) House Journals (English/Hindi)
- c) News Letters
- d) Corporate Brochures

- e) Leaflets
- f) Diaries, Telephone Directories
- g) Calendars
- h) Exhibitions/Posters/Display materials/Stage Backdrops
- i) Any other Print/Production Jobs
- j) Invitation Cards of Events (Including designing)
- k) Visiting Cards (As per requirement) including Designing
- l) Posters & Banners (As per requirement) including Designing.

#### 2.4 Design and Release of Advertisement in Print media for :

- a) Chairman's/ Managing Director's Speech
- b) Recruitment/ Auction Notice
- c) Classified Ads, Tender Notices
- d) To provide inputs such as circulation figures, cost etc for various newspapers to plan and decide media plan.
- e) To liaison with the newspapers and arrange for release of advertisement at a notice on desired dated.
- f) Outdoor advertisement such as hoarding, signage etc.
- g) Managing publicity through social media/ digital media such as Facebook, twitter etc.
- h) Conceptualization and production of TV Spots/ Radio Jingles etc.
- i) Conceptualization and production of Corporate AVs/Films.
- j) Organizing exhibitions, setting-up of Stalls/ Pavilions in India/ Abroad.
- k) Brand building for the company.
- l) Arranging publication of articles in leading News Dailies/ Magazines.
- m) Any other work related to publicity and corporate communication of the organization.
- n) Digital Marketing and Wishes Templates on various occasions (viz. Holi, Diwali, Independence Day, Republic Day, Gandhi Jayanti etc.).
- o) Owner reserve to right the award work to any agency, not necessarily empaneled with Owner.

### 3 **WORK PROCEDURE**

- a) It is made clear that no incidental charges of any nature will be payable by Owner to cover any such cost incurred by the agency during the process receipt/ execution of release orders issued by Owner.
- b) The Empanelled advertising agency will ensure that the language of advertisement published in the newspaper should be the same as per the release orders.
- c) The agency will not be the paid for generating creative option, translation of material from English to Hindi or to any other Indian Language.
- d) In case large number of agencies become eligible as per the given criteria, Employer/ Owner reserve the right to restrict the number agencies to be empanelled as maximum 10 (Ten) based upon the final score obtained after evaluation (using QBS approach).
- e) Against the empanelment of Agencies, all the respective jobs as mentioned above in the Scope of Work will be executed based on L1 price basis, wherein SECI will be seeking price bids providing maximum 07 days time, from all the empanelled agencies for the respective works like Advertisement/AVs/Printing etc on case to case basis. The agency offering the lowest L1 price will be selected for the work and award will be placed accordingly.

- f) The empanelled advertising agency expected to maintain high level of professional ethics and will not act in any manner which detrimental to interest of Owner. Agency will maintain confidentially on matters disclose till proper instruction in issued for publication. Owner reserve the right to impose penalty in case of any violation of the above.
- g) The empanelled advertising agency should be able to execute orders at short notice and even on holidays.



# **SECTION-III**

## **INSTRUCTIONS TO BIDDERS (ITB)**

## Preamble

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

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

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



## 1 DEFINITIONS:

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

- 1.12. **“EOI”** shall mean the Expression of Interest document issued by SECI including all attachments, clarifications and amendments thereof vide EOI no. SECI/C&P/EOI/ADVERTISING/062019 dated 07.06.2019;
- 1.13. **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013;
- 1.14. **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** or **“LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium;
- 1.15. **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
- 1.16. **“MEMBER IN A BIDDING CONSORTIUM”** or **“MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
- 1.17. **“MONTH”** shall mean calendar month;
- 1.18. **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the company Act, 2013;
- 1.19. **“NOTIFICATION OF EMPANELMENT (NOE)”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder(s) for consideration for empanelment;
- 1.20. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.21. **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- 1.22. **“SECI”** shall mean Solar Energy Corporation of India Limited;
- 1.23. **“SCHEDULED COMPLETION DATE”** or **“SCD”** shall be the date as on 24 (Twenty-Four) Months from the Effective Date. For example, if the Effective Date is 10-09-2023, the SCD shall be 09-09-2025;
- 1.24. **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this EOI to execute the consultancy services as per the terms of NIT;
- 1.25. **“TOE”** shall mean Tender Opening Event.
- 1.26. **“ULTIMATE PARENT”** shall mean a Company, which owns not less than 52% (Fifty One Percent) equity either directly or indirectly in the Parent and Affiliates;
- 1.27. **“WEEK”** shall mean calendar week;

## 2 **OBTAINING EOI DOCUMENTS**

The EOI document can be downloaded from the website of SECI (Solar Energy Corporation of India Limited) <https://www.seci.co.in> and CPPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in).

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

## 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 AND BID PROCESSING FEES**

- 4.1 The bidder shall bear all costs associated with the preparation and submission of the bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Owner will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 4.2 **A non- refundable, Bid Processing Fee**, if applicable, is to be submitted either through NEFT/ RTGS transfer in the account of SECI, or in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Bid Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB). **Bids submitted without payment of requisite Bid Processing Fee will be treated as non-responsive and shall be liable for rejection.** The bank details of Owner is available under Financial tab at website [www.seci.co.in](http://www.seci.co.in)
- 4.3 **The Bid Processing Fee is exempted for MSEs having valid Udyam Registration Certificate only, whose credentials are validated online through Udyam Registration (as validated by Government from time to time) portal ([https://udyamregistration.gov.in/Udyam\\_Verify.aspx](https://udyamregistration.gov.in/Udyam_Verify.aspx)).**
- 4.4 **In case of any discrepancy during offline bid documents by the bidder, the bid processing fee will be deemed as bidder's consent for participation in the bidding process.** Henceforth, the bid processing fee shall be retained by Owner and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Owner.
- 4.5 In the event of the particular EOI being cancelled, the bid processing fee will be refunded to the concerned Bidders/Agencies without any interest charge within 30 days from the date of notification of cancellation of EOI. No further plea in this regard shall be entertained by the Owner.

## 5 CONTENTS OF EOI DOCUMENTS

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

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

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

## 6 CLARIFICATION OF EOI DOCUMENTS

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

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

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

## 7 AMENDMENT OF EOI DOCUMENTS

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

7.2 Any addendum/ corrigendum thus issued shall be part of the EOI Documents and shall be hosted on CPPP Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and/ or Owner's website [www.seci.co.in](http://www.seci.co.in). Bidders/Agencies must consider all such addendum/ corrigendum before submitting their bid.

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

## 8 **LANGUAGE OF BID**

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

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

## 9 **EMPANELMENT CONDITIONS**

- 9.1 At this stage, Owner will be empanelling **maximum 10 (Ten) numbers of** Techno Commercially qualified advertising agencies based on their techno-commercial credentials as submitted for the period as specified in the EOI document. After empanelment of the advertisement agencies, Owner intends to execute the advertisement and publicity work from the empanelled agencies only wherein the empanelled agencies will be allocated the work based on the L1 basis derived for a specific advertisement or Publication work.
- 9.2 The bidder is advised to obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the required job. The costs of the same shall be borne by the bidder.
- 9.3 The bidder shall not be entitled to hold any claim against Owner for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the bidder to obtain all the necessary information with regard to scope of work, surrounding, working conditions etc. on its own before submission of the bid.

## 10 **SCOPE**

Under this EOI, applications are invited from well reputed and experienced agencies/ firms/ service providers based in India having adequate experience and professional expertise in the field of advertisement and publicity for empanelment as per details outlined in scope of work but not limited to. The detailed requirement is provided under SECTION - II: Detailed Scope of Work and Technical Parameters of this EOI document.

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

## 11 **DURATION OF EMPANELMENT**

Empanelment of advertising agencies through this EOI shall be for a period of 03 (Three) Years from the effective date of Notification of Empanelment (NOE). On completion of 03 (Three) Years of empanelment from the effective date of Notification of Empanelment (NOE), the same may be extended/ renewed for further period of 02 (Two) Years by Owner based on the satisfactory performance of the agency during the empanelment period and/or based on mutual agreement of both the parties.

## 12 **GOODS & SERVICE TAX (GST)**

- 12.1 Agency shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Agency 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 Agency. Owner shall not be responsible for any delay in payment release to the agency in case the GST compliance is not fulfilled from the agency side in any manner.
- 12.2 Agency shall be responsible to comply with all the requirements of applicable provisions of GST. Agency has to mandatorily get registered under GST at Central and relevant State(s). Agency 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 Agency, Owner shall be constrained to deduct the amount from the payments to be made to the Agency or recover the same in any other manner.
- 12.3 Bidders/Agencies are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST tax is applicable.
- 12.4 The responsibility of payment of GST lies with the agency only. Agency 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:
- Name, Address & Registration No. of such Person/ Contractor
  - Name & Address of the Person/ Contractor receiving Taxable Service
  - Description, Classification & Value of Taxable Service provided
  - GST Amount, if any.
  - HSN code of the Goods/Services.
  - Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Owner.
- 12.5 In case CBIT (Central Board of Indirect Taxes) brings to the notice of Owner that the agency has not remitted the amount towards GST collected from Owner to the government exchequer, then, that agency may be debarred from bidding in future tenders of Owner for given period as per the sole discretion of Owner.



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

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

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

#### 14 **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 5.10 in Section-V, Sample Forms and Formats of the EOI documents.

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

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

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

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

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

## 15 **ZERO DEVIATION AND REJECTION CRITERIA**

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

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

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

## 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) of EOI documents. 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 website against the EOI. Any modification of the Contents of EOI documents listed in, which may become necessary as a result of the Pre-Bid Meeting shall be made by the Owner exclusively through the issue of an Addendum/ Corrigendum, and not through the minutes of the Pre-Bid Meeting.



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

**17 BID CURRENCIES:**

**NOT APPLICABLE**

**18 STRUCTURING OF THE BID SELECTION PROCESS**

18.1 “Single Stage, Single Envelope” offline bidding has been envisaged under this EOI. Bidders have to submit the Techno-Commercial Bid (Envelope-I) in response to this EOI in **offline mode**. The preparation of bid proposal has to be in the manner described in Clause No. 19, Section-III, Instructions to Bidders/Agencies (ITB) of EOI documents.

**19 DOCUMENTS COMPRISING THE BID IN RESPONSE TO EOI**

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to EOI through **offline mode at SECI office**.

Submission of bid proposals in Offline mode by Bidders/Agencies in response to this EOI shall be in the manner described below:

**I. Hard Copy**

Hard copy of the bid shall comprise of following documents/ programmed file-Attachments to be submitted in sealed envelope, as part of First Envelope. **The bidding envelope shall contain a sticker as described under Clause No. 20.2 of Section-III, Instructions to Bidders/Agencies (ITB) of this EOI documents and is to be submitted to**

**Sh. Swapnil Gandhi**  
**Senior Engineer (C&P)**  
**Solar Energy Corporation of India Limited**  
**6th Floor, Plate-B, NBCC Office Block Tower-2,**  
**East Kidwai Nagar, New Delhi-110023**  
**Telephone: 011 24666359, Extension 359**  
**E mail: [swapnil.gandhi@seci.co.in](mailto:swapnil.gandhi@seci.co.in);**

- a) Original Non-Refundable Bid Processing Fee as per clause no. 02 of ITB
- b) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per Format-I
- c) Bidder's General Information as per the Format-II
- d) Copy of Board Resolution as per Format-III, if applicable
- e) Power of Attorney for authorized signatory in non-judicial stamp paper as per Format-IV
- f) No Deviation Confirmation as per Format-V
- g) Declaration regarding Banning and Liquidation, Court Receivership etc. as per Format-VI
- h) E-Banking Format as per Format-VII
- i) Chartered Accountant Certificate for Financial Capability of the Bidder as per Format-VIII

- j) Shareholding Certificate as per Format-IX
- k) Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.
- l) Only First and Last Pages of this EOI Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to this EOI Document duly sealed and signed/ digitally signed by the Authorized Signatory.
- m) A brief Presentation indicating Company Profile, Concept (Series of 05 Creatives on the theme of "Future of Solar Energy"), Work Experience and Resource Details.
- n) Any Additional document as specified in Bidding Data Sheet (BDS), Qualifying Requirements and EOI etc.

## 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 Hard Copies (Specific documents only) as mentioned in clause no. 19.I of Section - III, Instructions to Bidders/Agencies (ITB) of the EOI document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker:

Offline Bid Document for "Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI"	
EOI/ Tender Document No.	EOI No. SECI/C&P/AD/EOI/17/0001/2023-24
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
Do Not Open Before	

- 20.3 All the bids shall be addressed to the Owner at address specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).
- 20.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

## 21 **DEADLINE FOR SUBMISSION OF BIDS**

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

- 21.3 Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of Owner and the Bidders/Agencies, 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 Owner's website [www.seci.co.in](http://www.seci.co.in).

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

## **22 LATE BIDS**

- 22.1 Any bids received after the notified date and time of closing of EOI will be treated as late bids.
- 22.2 Offline submission 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 EOI 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 EOI document.

- 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 rejection of bid.
- 23.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 23.5 In case after bid opening the evaluated bidder is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Owner shall take necessary action against the bidder and such Bidders/Agencies shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Owner after following the due procedure.

## 24 **BID VALIDITY PERIOD**

- 24.1 Bids shall be kept valid for period of **180 (One Eighty) days** from the last date of submission of bids. A bid valid for a shorter period may be rejected by Owner as 'non-responsive'.
- 24.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Owner may request the Bidders/Agencies 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. A Bidder agreeing to the request will not be required or permitted to modify his bid.

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

## 25 **OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

## 26 **SCHEDULE OF RATES (SOR)/ PRICE SCHEDULE (PS)/ BID PRICES**

**NOT APPLICABLE**

- 27 **CONTRACT PERFORMANCE SECURITY** – Advertising Agencies shall submit the required Amount of PBG as per mentioned in specific work order which will be issued by the Owner

## 28 **BID OPENING**

As the case may be, Owner will open bids, in the presence of Bidders/Agencies' designated representatives who choose to attend, at date, time and location stipulated in the Bid Information Sheet under Section-I, Invitation for Bids (IFB). The Bidders/Agencies' representatives, who are present shall sign a bid opening register evidencing their attendance. However, the presence of bidder(s) during unpriced bid opening is subjective and will depend on case to case basis against the sole discretion of Owner.

## 29 **CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the empanelment, shall not be disclosed to Bidders/Agencies or any other persons not officially concerned with such process. Any effort by a bidder to influence the Owner's

processing of bids or empanelment decisions may result in the rejection of the bidder's bid and action shall be initiated as per procedure in this regard.

### **30 CONTACTING THE OWNER**

- 30.1 From the time of bid opening to the time of empanelment, if any bidder wishes to contact the Owner on any matter related to the bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for empanelment shall not be disclosed.
- 30.2 Any effort by the bidder to influence the Owner in the Owner's 'Bid Evaluation', 'Bid Comparison', or 'Empanelment' decisions may result in the rejection of the bidder's bid and action shall be initiated as per procedure in this regard.

### **31 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 31.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Owner will determine whether each bid: -
- (a) Meets the "Bid Evaluation Criteria" of the EOI documents;
  - (b) Has been properly signed;
  - (c) Is accompanied by the required 'Bid Processing Fees', if applicable
  - (d) Is substantially responsive to the requirements of the EOI Documents; and
  - (e) Provides any clarification and/ or substantiation that the Owner may require to determine responsiveness pursuant to Clause No. 31.2 of Section-III, Instructions to Bidders/Agencies (ITB).
- 31.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the EOI documents without material deviations or reservations or omissions for this purpose Owner defines the foregoing terms below: -
- a) "Deviation" is departure from the requirement specified in the EOI documents.
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the EOI documents.
  - c) "Omission" is the failure to submit part or all of the information or documentation required in the EOI document.
- 31.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
    - i) Affect in any substantial way the scope, quality, or performance of the job as specified in EOI documents.
    - ii) Limit, in any substantial way, inconsistent with the EOI Document, the Owner's rights or the tenderer's obligations under the proposed Contract.
  - b) If rectified, would unfairly affect the competitive position of other Bidders/Agencies presenting substantially responsive bids.

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

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

## 32 **CORRECTION OF ERRORS**

**NOT APPLICABLE**

## 33 **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

**NOT APPLICABLE**

## 34 **EVALUATION OF BIDS**

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

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

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

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

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

In order to reach such a determination, the Owner will examine the information supplied by the Bidders/Agencies, pursuant to Clause No. 19 of Section-III, Instructions to Bidders/Agencies (ITB) and other requirements in the EOI documents, taking into account of the following factors,

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



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

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

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

### **35 NOTIFICATION OF EMPANELMENT (NOE)/ LETTER OF EMPANELMENT (LOE)**

- 35.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, in the form of "Notification of Empanelment (NOE)" through e-mail/ courier/ registered post, that his bid has been accepted. The notification of empanelment will constitute the formation of the Contract.
- 35.2 Empanelment/ Contract Period shall commence from the effective date of "Notification of Empanelment"/ "Letter of Empanelment" or as mentioned in the Notification of Empanelment. The "Notification of Empanelment" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract/ Empanelment Agreement as per Clause No. 36 of Section-III, Instructions to Bidders/Agencies (ITB).
- 35.3 The "Notification of Empanelment (NOE)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures (if any) as a token of acknowledgement within 10 (Ten) days from the date of its issuance.

35.4 In case the successful bidder fails to acknowledge the acceptance of "Notification of Empanelment (NOE)" as mentioned above vide clause no. 35.3, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.

35.5 In case of Non-response/ acceptance to the NOE or CA by the successful bidder, Owner at its sole discretion may take appropriate actions by annulling the entire Tendering process & further can successfully execute the Tender by allocating the subject work to the other Techno commercially successful Bidders/Agencies.

### **36 EMPANELMENT AGREEMENT**

36.1 The successful Bidder/ Agency shall be required to execute the Empanelment Agreement' on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Agency] and of 'state' New Delhi only, within '30 [Thirty] days' from the date of the "Notification of Empanelment [NOE]".

36.2 In case the successful bidder fails to execute the 'Empanelment Agreement' as mentioned above vide clause no. 36.1, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed. Same may constitute sufficient grounds for take appropriate action for debarring.

36.3 In case of Non-response/ acceptance to the NOE or Empanelment Agreement by the successful bidder, Owner at its sole discretion may take appropriate actions by annulling the entire Tendering process & further can successfully execute the Tender by allocating the subject work to the other Techno commercially successful Bidders/Agencies.

### **37 CANCELLATION OF EMPANELMENT AGREEMENT**

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

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

37.2 The selected bidder commits a breach of any of the terms and conditions of the bid/contract.

37.3 The bidder goes into liquidation voluntarily or otherwise during the execution of Empanelment Agreement.

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

37.5 After the award of the Empanelment Agreement, 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.

37.6 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.

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

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

38.2 Annexure-I deliberates in detail all consequences pertaining to clause no. 39.

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

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

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

**39 RISK OF REJECTION**

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

**40 INCOME TAX & CORPORATE TAX**

40.1 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.

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

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

#### **40.4 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.

#### **41 FORCE MAJEURE**

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

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

#### **41.2 Force Majeure Exclusions**

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

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b. Delay in the performance of any Contractor, sub-Contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d. Strikes at the facilities of the Contractor / Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:

- g. Negligent or intentional acts, errors or omissions;
- h. Failure to comply with an Indian Law; or
- i. Breach of, or default under this Empanelment Agreement.
- j. Normal rainy seasons and monsoon
- k. Any Transport strikes not directly affecting the delivery of goods from manufacturer to site

41.3 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.

41.4 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 Agency 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.

41.5 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.

41.6 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.

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

41.8 The Agency 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.

## **42 TERMINATION CLAUSE**

### **44.1 Termination for Non-Performance and Subsequently Putting the Contractor/Agency on Banning List**

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

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

### **44.2 Termination for Insolvency**

SECI may at any time terminate the Contract by giving written notice to the Successful Bidder if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SECI.

#### **44.3 Termination for Convenience**

SECI, by written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SECI's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

#### **45 RISK PURCHASE CLAUSE**

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

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

#### **46 LAWS GOVERNING THE CONTRACT/ JURISDICTION**

46.1 This Contract shall be governed by the Indian Laws for the time being in force.

46.2 The Courts at Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this Contract.

**Annexure-I**

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

**1. Definitions:**

- 1.1 “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- 1.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive to influence a selection process or during execution of contract/ order.
- 1.3 “Collusive Practice amongst Bidders/Agencies (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
- 1.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- 1.5 A “Vendor/ Supplier/ Contractor/ Consultant/ Bidder” is herein after referred as “Agency”
- 1.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Committee” concerned.
- 1.7 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- Whether the management is common.
  - Majority interest in the management is held by the partners or directors of banned/ suspended firm.
  - Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- 1.8 “Investigating Agency” shall mean any department or unit of Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Owner, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

**2. Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice**

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

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

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

## **2.2 Irregularities noticed after award of contract**

### **(a) During execution of contract:**

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

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

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

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

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

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

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

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

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

## **2.3 Period of Banning**

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

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

## **3. Effect of banning on other ongoing contracts/ tenders**

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

## **4. Procedure for Suspension of Bidder**

### **4.1 Initiation of Suspension**

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

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



## 4.2 Suspension Procedure:

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

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

## 4.3 Effect of Suspension of business:

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

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

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



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

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

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

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

**Benefits to MSME Seller:**

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

**Steps Involved for registration at Platform:**

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

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

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

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

**Note:**

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

### Annexure - III

## EVALUATION CRITERIA AND MARKING BASED ON QBS APPROACH

### GENERAL

The Bidders/Agencies are required to submit only Techno-Commercial Bids under this EOI.

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

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

In case experience evaluation parameters, documentary evidence including Completion Certificate/ Performance Certificate with details of purchase orders/work orders/contract agreement indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders/ LOI/ LOA/ NOA/ PO must be submitted by the Agency along with the bid, in support of their qualification.

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

S No	Parameter Description		Marks
1	Total number of years in operation in service for similar nature of contracts (Advertising and Mass Communication) {Requires experience certificate for validation}	Number of Years	Marks
		<3	0
		>3 to 7	2
		>7 to 11	4
		>11 to 15	6
		>15 to 19	8
		> 19	10
2	Minimum Average Annual Turn Over in last 03 Preceding Financial Years {Requires documents in line with Section IV, Clause C for validation}	MAAT in Lacs	Marks
		<4.8	0
		>4.8 to 25	2
		>25 to 50	4
		>50 to 100	6
		>100 to 200	8
		>200 to 350	10
		>350 to 500	12
		>500 to 750	14

		>750 to 1000	16
		>1000 to 1500	18
		>1500	20
3	Number of Years in Operation with INS Accreditation {Requires experience certificate for validation}	<b>Number of Years</b>	<b>Marks</b>
		<3	0
		>3 to 6	2.5
		>6 to 9	5
		>9 to 12	7.5
		> 12	10
4	Number of Years in Operation with Prasar Bharti/ Door darshan/ All India Radio Accreditation/ Registration {Requires experience certificate for validation}	<b>Number of Years</b>	<b>Marks</b>
		<3	0
		>3 to 6	2.5
		>6 to 9	5
		>9 to 12	7.5
		> 12	10
5	Number of Years for Empanelment with Directorate of Advertising and Visual Publicity (DAVP) {Requires experience certificate for validation}	<b>Number of Years</b>	<b>Marks</b>
		<3	0
		>3 to 6	2.5
		>6 to 9	5
		>9 to 12	7.5
		> 12	10
6	Experience of the Agency {Attach relevant experience certificate issued by the client}	<b>Parameters</b>	<b>Marks</b>
6.1	05 nos. Exhibitions Pavilion/ Stalls	(1.0 Marks for Each)	5
6.2	05 nos. Events Organised/ Handled	(1.0 Marks for Each)	5
6.3	05 nos. experience of Outdoor Media	(1.0 Marks for Each)	5
6.4	05 nos. Production of TVC/ Documentary Film	(1.0 Marks for Each)	5
6.5	05 nos. Experience in release of Advertisements of Central Govt. Minister's Visit/ Programme	(1.0 Marks for Each)	5
6.6	Similar work of Total Contract/Order Value greater than INR 50.00/- Lakhs.	(1.0 Marks for Each)	5
7	Number of Working Professional for Creative Design in Advertising.	<b>Numbers</b>	<b>Marks</b>

		<2	0
		>02 to 05	2.5
		>05 to 10	5
		>10 to 20	7.5
		>20	10
	<b><u>Maximum Marks</u></b>		<b><u>100</u></b>

The minimum cut off for the marks in Technical Proposal above will be **60% (Sixty Percent)**. **Bidders/Agencies scoring less than 60% will not be considered for empanelment process.**

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

In case of a tie among any two or more agencies, the one with the highest MAAT will be ranked as H-1, followed by the lower one as H-2, and so on in descending order of their MAAT.

Further, also tie in the MAAT of any two or more agencies, then the one who has executed the highest single total order value related to the release of Advertisements of Central Govt. Minister's Visit/ Programme will be ranked as H-1 followed by lower one as H-2 and so on in descending order of highest single total order value furnished by the Agency.

Thereafter, the proposals ranked from H-1 upto H-10 shall be recommended for Notification of Empanelment (NOE).

**Total 10 (Ten) numbers of agencies shall be empanelled against this EOI. The number of agencies can be increased/ decreased upon sole discretion of Owner.**

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



# **SECTION - IV**

## **QUALIFYING REQUIREMENTS (QR) FOR BIDDERS/AGENCIES**

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

**1. GENERAL ELIGIBILITY CONDITIONS**

- 1.1. Bidders/Agencies having expertise and experience in "Advertising, Mass Communication, and Print Media etc." only can participate in the bid.
- 1.2. The Bidder should not be under any liquidation court receivership or similar proceedings on the due date of submission of bid.
- 1.3. 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/Agencies.
- 1.4. The bidder should be an Indian company registered in India and may be a Group company or Holding Company or Subsidiary company of a company meeting the technical and financial eligibility requirement (s) as set forth in this section. Further, Government owned Enterprises registered and incorporated in India are also allowed to participate in this EOI. However, the Bidders/Agencies against whom sanction/debarment/blacklisting for conducting business is imposed by Government of India, are not allowed to participate. The subsidiary of a foreign company, which is registered in India under Companies Act, 1956 or 2013 prior to the bid submission deadline, is eligible to participate.
- 1.5. In case of registered Companies, the copies of Certificate of Incorporation (CoI), Article of Association (AoA), and Memorandum of Association (MoA) shall be provided along with the bid documents.
- 1.6. Partnerships and Proprietorships firms are also allowed to participate in the bidding process.
- 1.7. NGOs, Limited Liability Partnerships, Charitable Trusts, Educational Societies and Joint Venture/ Consortium are not allowed to participate in the bidding process.
- 1.8. The Bid Processing Fee is exempted for MSEs having valid Udyam Registration Certificate only, whose credentials are validated online through Udyam Registration (as validated by Government from time to time) portal ([https://udyamregistration.gov.in/Udyam\\_Verify.aspx](https://udyamregistration.gov.in/Udyam_Verify.aspx)).
- 1.9. **The Bidder should have mandatory Branch Office in Delhi/NCR. A self-certification on the letterhead of the Bidder (duly stamped and signed) indicating the address and contact details of the concerned in Delhi/NCR is to be submitted along with the bid.**



## 2. TECHNICAL ELIGIBILITY CONDITIONS

- 2.1. The Bidder should be in the field of providing “similar works” for not less than 03 Years as on last date of bid submission.
- 2.2. The bidder should have accreditation of Indian Newspaper Society (INS) for not less than 02 (Two) years as on last date of bid submission. A self-attested certification for fulfil the accreditation with Prasar Bharti/ Door darshan/ All India Radio must be attached. Further, bidder shall submit an undertaking/self-certification that “in case if it is found at any later stage during the evaluation or during the project execution phase that any false details or information regarding work experience credentials have been submitted, bid submitted/award of work is liable to be rejected”.
- 2.3. The bidder should have accreditation/ registration with Prasar Bharti/ Door darshan/ All India Radio for not less than last 02 (Two) years as on date of last date of submission of bids. A self-attested certification for fulfil the accreditation with Prasar Bharti/ Door darshan/ All India Radio must be attached. Further, bidder shall submit an undertaking/self-certification that “in case if it is found at any later stage during the evaluation or during the project execution phase that any false details or information regarding work experience credentials have been submitted, bid submitted/award of work is liable to be rejected”.
- 2.4. The agency should have empanelment with Directorate of Advertising and Visual Publicity (DAVP) for not less than 02 (Two) years as on last date of bid submission. A self-attested certification for fulfil the accreditation with Directorate of Advertising and Visual Publicity (DAVP) must be attached. Further, bidder shall submit an undertaking/self-certification that “in case if it is found at any later stage during the evaluation or during the project execution phase that any false details or information regarding work experience credentials have been submitted, bid submitted/award of work is liable to be rejected”.
- 2.5. The Bidder should have rendered satisfactory services and successfully completed contracts of “Similar Works” in any of the last 07 (Seven) years ending last day of month previous to the one in which bids are invited should be either of the following:

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

i. At least one single similar work order of value of **INR 9,60,000.00/- (Indian Rupees Nine Lakhs Sixty Thousand Only)** or more.

OR

ii. At least two similar work order of value of **INR 6,00,000.00/- (Indian Rupees Six Lakhs Only)** or more.

OR

iii. At least three similar work order of value of **INR 4,80,000.00/- (Indian Rupees Four Lakhs Eighty Thousand Only)** or more.

- 2.6. “Similar Works” means the “Advertising, Mass Communication, and Print Media etc.” for reputed clients such as the Govt./ Autonomous Bodies/ PSUs/ JVCs of PSUs/ Private organizations/ Companies/ Institutes/ MNCs.
- 2.7. 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.
- 2.8. The similarity and suitability of the experience shall be assessed by Tender Committee on the basis of documentary proof (copy of work-contract, agreement, completion certificate etc) furnished by Bidders/Agencies. Tender Committee may make cross-reference to confirm the documentary evidences. Bid(s) without the documentary proof shall be liable for summarily rejection.

Above listed qualifying requirement must be accompanied with all necessary documentary evidence.

### 3. **FINANCIAL ELIGIBILITY CONDITIONS**

- 3.1. The Bidder shall furnish a copy of the PAN, GST No., Registration Certificate or Certificate of Incorporation of the Bidder etc in the bid (through online mode).
- 3.2. The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2020-21, 2021-22 & 2022-23) should be **INR 4,80,000.00/- (Indian Rupees Four Lakhs Eighty Thousand Only)** or more.

*\* 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.*

- 3.3. The Net-Worth of the bidder as on last day of preceding financial year should be positive. The Net-Worth shall be calculated as per Companies Act'2013.
- 3.4. The Bidder will provide a copy each of audited annual report/balance sheets and Profit & Loss Account of previous three financial years for ascertaining their turnover for the purpose of

verification to meet the above Financial Criteria along with the “Shareholding Certificate” as per the format provided in this EOI.

- 3.5. Other income (as per the Companies Act, 2013 including amendment/ clarifications), shall not be considered for arriving at annual turnover.
4. The Owner may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the tender within stipulated completion period. This assessment shall inter-alia include (i) document verification, (ii) bidder’s facilities visit, (iii) details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work, (iv) details of plant and machinery, testing facilities, design capabilities, manpower and financial resources, (v) details of quality systems in place, (vi) past experience and performance, (vii) customer feedback, (viii) banker’s feedback etc.
5. Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.



# **SECTION - V**

# **SAMPLE FORMS & FORMATS FOR BID SUBMISSION**

### **FORMATS FOR BID SUBMISSION**

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

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

**COVERING LETTER**

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

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

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

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

\_\_\_\_\_  
\_\_\_\_\_

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

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

East Kidwai Nagar, New Delhi-110023

Sub: Bid for “Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI” against  
EOI No. SECI/C&P/AD/EOI/17/0001/2023-24 dated 03.07.2023.

Dear Sir / Madam,

We, the undersigned \_\_\_\_\_ [insert name of the ‘Bidder’] having read, examined and understood in detail this EOI Document hereby submit our response to this EOI Document. We confirm that in response to the aforesaid EOI Document, we including our Parent Company/ Affiliate/ Ultimate Parent Company have not submitted more than one response to EOI Document including this response to EOI Document. We are submitting application for Bidder for “Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI” at SECI.

1. We give our unconditional acceptance to this EOI, dated 03.07.2023 and EOI documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. In token of our acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document. We shall ensure that we execute Empanelment Agreement as per the provisions of the EOI and provisions of such Empanelment Agreement and EOI documents shall be binding on us.

2. Bid Capacity

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

3. Bid Processing Fees

We have enclosed a Bid Processing Fees of INR ..... (Insert Amount), in the form of NEFT/Demand Draft/ Banker’s Cheque no ..... (Insert UTR reference no/ reference of the DD/ Banker’s Cheque) dated..... (Insert date of UTR/DD/ banker’s cheque) from ..... (Insert name of Bank providing DD/ banker’s cheque) and valid up to and including ..... in terms of Clause ..... of this EOI.

4. Void

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

6. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Solar Energy Corporation of India Limited in respect of any matter regarding or arising out of the EOI shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

**7. Familiarity with Relevant Indian Laws & Regulations**

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

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

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

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

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

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

**13. Contact Person**

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

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

**14. We have neither made any statement nor provided any information in this EOI, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful 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 in whose name Power of Attorney/ Board Resolution/ Declaration. Copy of Notarized copy of Power of Attorney/ Board Resolution/ Declaration should be enclosed along with Covering Letter.



## **BIDDER'S GENERAL INFORMATION**

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

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

(Signature of Authorized Signatory)  
**With Stamp**

**FORMAT FOR BOARD RESOLUTIONS**

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

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

**1. RESOLVED THAT** Mr./ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to EOI No. SECI/C&P/AD/EOI/17/0001/2023-24 dated 03.07.2023 for 'Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI' in India, including signing and submission of all documents and providing information/ response to EOI of Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

**Certified True Copy**

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

**Notes:**

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

**FORMAT FOR POWER OF ATTORNEY**

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

Know all men by these presents, We ..... (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. .... (name & residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for 'Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI' (insert details of EOI) in response to the EOI No. SECI/C&P/AD/EOI/17/0001/2023-24 dated 03.07.2023 issued by Solar Energy Corporation of India Limited (SECI), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information/ responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above-mentioned EOI.

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

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

**Signed by the within named**

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

**through the hand of**

**Mr.** .....

**duly authorized by the Board to issue such Power of Attorney**

**Dated this ..... day of .....**

**Accepted**

.....

Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....

**(Signature of the executant)**

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

.....

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

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

**WITNESS**

1. ....

**(Signature)**

**Name.....**

**Designation .....**

2. ....

**(Signature)**

**Name.....**

**Designation .....**

**Notes:**

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

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

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

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

## **FORMAT FOR NO DEVIATION CONFIRMATION**

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

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

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

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

\_\_\_\_\_

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

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

East Kidwai Nagar, New Delhi-110023

Sub: Bid for “Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI” against EOI No. SECI/C&P/AD/EOI/17/0001/2023-24 dated 03.07.2023.

Dear Sir / Madam,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

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

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

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

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

\_\_\_\_\_

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

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

East Kidwai Nagar, New Delhi-110023

Sub: Bid for “Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI” against EOI No. SECI/C&P/AD/EOI/17/0001/2023-24 dated 03.07.2023.

Dear Sir / Madam,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**e-BANKING FORMAT**

*(To be submitted on the Letter Head of the Bidder)*

1. Vendor/ Customer Name :

2. Vendor/ Customer Code :

3. Vendor/ Customer Address:

4. Vendor/ Customer E-mail ID :

5. Particulars of Bank Account

a) Name of Bank :

b) Name of Branch :

c) Branch Code :

d) Address :

e) Telephone Number :

f) Type of Account :

g) Account Number :

h) RTGS IFSC Code :

i) NEFT IFSC Code :

j) 9-digit MICR code :

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

(Signature of Vendor/ Customer)

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

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

### **A. ANNUAL TURNOVER OF LAST 3 YEARS:**

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

S No	Financial Year	Turnover	Remarks
1	2020-21		
2	2021-22		
3	2022-23		

**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 31<sup>st</sup> March 2023.
- ii) 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

### **B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

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

Date:

Signature of Chartered

Seal and Signature of Bidder

UDIN:

Accountant with Seal

Witnesses:

## **FORMAT FOR SHAREHOLDING CERTIFICATE**

*(To be submitted on the Letter Head of the Bidder)*

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

Yours faithfully

(Signature and Stamp of Authorized Signatory of Bidder)

Name: .....

Date: .....

Place: .....

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

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

## LIST OF BANKS

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