

Service Level Agreement (SLA)

for

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

between

M/s SOLAR ENERGY CORPORATION OF INDIA LIMITED

AND

M/s _____

____.____.2026

This Service Level Agreement (the “**Agreement**”) is made on the day of _____ of 2026 at New Delhi

between

Solar Energy Corporation of India Limited (CIN- U40106DL2011GOI225263), a Company incorporated under the Companies Act 2013, having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 (hereinafter referred to as “**SECI**” or “**Employer**” or “**Owner**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the First Part;

and

M/s _____ (CIN- _____), a Company incorporated under the Companies Act 2013, having its registered office at _____ (Hereinafter referred to as “**Contractor**” or “**Supplier**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the Second Part;

The Contractor and SECI are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

- A. SECI is desirous of Hiring of Services for Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a five-year Support and Maintenance at SECI's New Delhi Office ;
- B. SECI had initiated a Competitive Bid Process for Selection of Contractor for the aforesaid work on the terms and conditions contained in the Tender Document (herein after referred to as 'Tender') issued by SECI vide Tender No. SECI/C&P/IT/12/0004/25-26 dated 26.12.2025 including its subsequent amendments and clarifications, if any.
- C. M/s _____ has been selected in the Competitive Bidding Process for the Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a five-year Support and Maintenance at SECI's New Delhi Office.
- D. SECI has issued the Notification of Award (NoA) / GeM Order vide No. _____ dated _____ in favour of M/s _____ for the above-mentioned work as per the terms and conditions contained in tender, including its amendments and clarifications and other bidding documents, as well as the conditions contained in the aforementioned Notification of Award.
- E. In terms of the tender documents, the Contractor has furnished the Contract Performance Security (CPS) in the form of Bank Guarantees/ Insurance Surety Bond for a sum of **Rs. _____/- (Indian Rupees _____ Only)** in favor of SECI as per the format provided as a part of tender .

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

ARTICLE 1: DEFINITIONS

1.1. Definitions

To ensure clarity and consistent interpretation throughout this Agreement, the following definitions apply:

“Agreement” or "Service Level Agreement" or "SLA" or “Contract Agreement” or “Contract”	means the Service Level Agreement including its recitals and Schedules, Appendixes to be signed between the Parties upon _____ amended or modified from time to time in accordance with the terms hereof.
“Arbitrator”	means the person or persons appointed under the Contract by the Employer and the Contractor to decide on or to settle any dispute, differences or claims between the Employer and the Contractor and includes the Arbitral Tribunal.
“Contractor/ Successful Bidder”	means the person or the persons, firm or Company or corporation whose tender has been accepted by the Owner and includes the Contractor's legal representatives his/ her successors and permitted assigns.
“Competent Court of Law”	means any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
“Consents, Clearances and Permits”	means all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a five-year Support and Maintenance at SECI’s New Delhi Office;
“Day”	means calendar day.
“Downtime”	means any period during which the Software or a critical component preventing its full functionality, is unable to deliver its agreed outcomes due to a fault, malfunction, or required corrective maintenance not caused by the Employer or a Force Majeure event. Downtime begins from the time a fault is reported to the Contractor and ends when the Software is restored to full operational/functional capability.
“Effective Date”	means the date of issuance of Notification of Award/GeM Order or date as mentioned in Notification of Award/ GeM Order from which the Time for Completion shall be determined.
"Engineer-in- Charge" (EIC)	means the person designated from time to time by SECI and shall include those who are expressly authorized by him/her to act for and on his behalf for operation of the Contract.

“Goods & Service Tax (GST)”	means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws) w.e.f. 01.07.2017, which shall be fully complied with by the Parties.
"Go-Live"	means the date on which the SaaS solution becomes fully operational and is made available for use by the Owner in the production environment, after successful completion of all acceptance criteria and receipt of written confirmation from the Owner, in line with Definition provided at Cl. 1.18 of Section -V of the Tender
“Maintenance”	means all scheduled (preventive) and unscheduled (corrective) maintenance, inspections, repairs, replacements at the back end, and software/firmware updates required to ensure software consistently function at or above its guaranteed performance levels for the duration of the support and maintenance period.
“Month”	means calendar month.
“Price”	means the Contract Price at which this Contract has been signed.
“Project”	means the work awarded under the Tender
"SaaS Solution" / "Software"	means the web-based software solution/portal/system developed and implemented by the Contractor under the Contract, for providing the services under the "Software-as-a-Service" (SaaS) model.
"Support and Maintenance" (S&M) period	means the period of 05 (Five) Years commencing after the successful completion of the Trial Phase subsequent to "Go-Live", during which the Contractor shall provide technical support, maintenance, and manpower services.
“Week”	means a period of any consecutive seven days.
“Year”	means calendar year.

Other Definitions as brought out in the RfP shall be applicable on this Agreement too.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The following documents shall constitute the Contract between SECI and the Contractor, and each shall be read and construed as an integral part of the Contract:

Part-A

Service Level Agreement: This Contract Agreement and the Appendices thereto, with an Effective Date of ____, for the scope of work as per Article 3 and subsequent Support and Maintenance Period of 5 years.

Part-B

Notification of Award (NOA) / GeM Order No. ____ dated ____ and the Appendices thereto.

Part-C

Tender documents vide **Tender No. SECI/C&P/IT/12/0004/25-26 dated 26.12.2025** including Section-I (IFB), Section-II (ITB), Section-III (BDS), Section-IV (QR), Section-V (GCC), Section-VI (SCC), Section-VII (Forms & Formats), and Section-VIII (Scope of Work/Technical Specifications), read in conjunction with amendments and all clarifications issued thereto.

Part-D

Bid submitted by M/s ____ under the said Tender.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Tender along with the enclosures thereof, shall be referred to.)

2.2 Order of Preference

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents as listed in Article 2.1 above.

2.3 Capitalized words and phrases used herein shall have the same meaning as ascribed to them in the RfP.

ARTICLE 3: SCOPE OF WORK

3.1 General

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

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

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

i. Client Registration Module:

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

ii. Power Bidding Module

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

iii. Billing and Energy Account Module:

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

iv. Dashboard and MIS Module:

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

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

vi. Carbon Trading Module (Optional):

- Integration with WBES for fetching and maintaining the registry of carbon credits
- Trading of carbon credits on exchange
- Repository maintenance and record keeping

Note: Carbon trading is not a mandatory deliverable sub-feature. If required, the same will be covered under Change Request.

3.3 Power Trading Software Solution

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

- To prepare software design document (blueprint) in consultation with SECI and to provide software provisions as per finalized design document. The solution shall be customized as per the requirement of SECI.
- Automatic generation of bids and automated process approvals for submission of bids by SECI and its clients for all Power Exchanges for all products including but not limited to the following:
 - Day Ahead Market
 - Term Ahead Market
 - Green-Day Ahead Market
 - Real Time Market
 - Green Real Time Market
 - Green Term Ahead Market
 - Renewable Energy Certificate

- h. Energy Saving Certificate
 - i. Renewable Purchase Obligations (RPO)
 - j. HP-DAM, Battery etc.
 - k. Ancillary services
- iii. To create new clients for SECI, to perform user access and roles Management for external clients and SECI.
 - iv. To perform Bid validation including but not limited to pre-payment balance of client (total bid value + margin requirement).
 - v. To perform bid edits/cancellations for users before the cut off time.
 - vi. To provide bid submission update, bid execution status update, bid Acceptance - Rejection, Daily obligation report, Settlement information etc. to clients via email/SMS.
 - vii. To provide Dashboard/Reporting feature to SECI & individual clients by collecting data from different sources available in public domain (CERC, CEA).
 - viii. To carry out Daily or Weekly billing/ Invoice from Exchanges and to reconcile bid data between Trading Portal & Exchange and Energy Accounting.
 - ix. Updating/Upgradation of software from time to time in line with the statutory, regulatory and other requirements.
 - x. Bilateral Transactions: Submission of Energy Schedules from clients to SECI, Updating the Schedule, Energy Accounting & Settlement, Billing/ Invoice etc. as required to carry out Bilateral Transactions.
 - xi. To advise SECI for forecasting of estimated price on Day-ahead & RTM basis regarding sale of power on Exchanges. API based integration with PX, RLDC clients & any other stakeholders.
 - xii. To provide web-based software with a provision to provide role-based access to SECI employees including management officials, Sellers, Buyers, Traders registered on Power Trading Software/ Portal.
 - xiii. To provide features for Battery Energy Storage System (BESS) Optimization - capable of capturing schedules of charging/discharging of the batteries. This will include assessing the prices in DAM/ RTM market and accordingly suggest charging/discharging timeslots considering surplus/ deficit scenarios. The software solution will provide features of forecasting demand, price and battery behavior, suggesting output for optimal dispatch, battery degradation related profile on Dashboard, etc. forecasting demand, price and battery behavior, suggesting output for optimal dispatch, battery degradation related profile on Dashboard, etc.
 - xiv. Development of AI/ML based data analysis.

3.4 Manpower Deployment During S&M Period

- i. Upon SECI's request, the Contractor shall deploy 01 (One) executive having minimum qualification of B.E./B.Tech. /MBA (Finance/Power Management) and should have Minimum 03 years' post qualification experience in the field of power market operations/ power trading/ energy scheduling. It is clarified that this manpower deployment shall be carried out on case-to-case basis, upon explicit requisition made by SECI. The tentative duration of such deployment will be intimated by SECI. Once the requirement is raised by SECI, the Contractor shall provide the manpower within 7 days from the date of request raised by SECI.
- ii. The deployed Executive shall work for 8 hours/day for 6 days per week and shall report to EIC at SECI's Office in New Delhi or any other designated place during the Contract period. Shift timings and working days shall be decided as per SECI's discretion. In case the deployed executive is on leave, Contractor shall provide replacement of deployed manpower having similar experience, qualification & competency.
- iii. Manpower shall be responsible to carry out the following functions:
 - a) Power trading activity on the software from end to end.
 - b) Exploration and analysis of various Opportunities available on Power Exchanges, DEEP Portal, Banking Option, Term Contracts, Bilateral Agreements, Round-the- Clock etc. as per Market Trends and arrangement of Clients/Customers and executing power trade transactions for SECI.
 - c) Coordination with potential clients through e-mail, physical meetings etc. to understand their power & portfolio optimization requirements and prepare proposals/solutions for the same.
 - d) Maintain database for potential buyers & sellers, competitor analysis, buying trends, key contacts, Policy and regulatory updates.
 - e) Provide advisory support for Selection of Target products (DAM, TAM, RTM, Bilateral Products, Banking etc.) so as to maximize trading margin of SECI.
 - f) OA Reservation and scheduling of power on NOAR/RLDC Platform and all necessary formalities as per requirement.
 - g) Energy Accounting, Reconciliation and providing assistance to SECI in commercial issues, including energy traded and revenue realized after accounting the regulatory, statutory, open access charges and any other incidental charges etc. during the contract period so as to provide a clear assessment of the profit earned by SECI.
 - h) Assist SECI in maintaining periodical regulatory compliances towards CERC, SERCs, RLDCs, Exchanges, including preparation of formats, submissions (if any) etc.
 - i) To provide Contractual support to frame agreements to cover and safeguard risks associated with the transactions etc.

- iv. In addition to the optional deployment of manpower as brought out in Clauses i. to iii. above, the Contractor shall mandatorily provide 24x7 remote support to SECI during the S&M period. The Contractor's manpower shall fully associate with SECI's manpower to enable SECI's manpower to get fully conversant with power trading activities. Further, the Contractor will provide additional manpower, in case required to SECI for managing the RTM / 24*7 requirements of clients on the same rates (provided in SOR-2 of the Schedule of Rates on pro rata basis) terms & conditions.

3.5 Implementation:

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

- a. Business Blueprint (AS-IS business process, To-be business process)
- b. Design, configuration, customization and implementation to meet the solution requirements.
- c. Reports development/configuration
- d. Interfacing and integration with power exchanges.
- e. Testing, including related audit/ validation
- f. Training & User Manuals
- g. Go-Live

3.6 IT Security and Compliance:

- i. All transactional data, trading data, user information, commercial data, billing records, settlement files, logs and historical archives generated as part of this engagement shall be classified as Confidential Data belonging solely to SECI. No data shall be shared with any third-party entity without the express written approval of SECI.
- ii. The Selected bidder shall ensure compliance with the following (as applicable):
 - a. CERT-IN Guidelines/Directives
 - b. ISO 27001
 - c. NIST Cybersecurity Framework
 - d. OWASP Top 10 secure coding guidelines
- iii. Mandatory Security Controls
 - a. Multi-Factor Authentication
 - b. TLS 1.3 encryption
 - c. Data encryption at rest

- d. Secure API authentication
- e. Penetration Testing prior to Go-Live
- iv. All bid data, market communication logs, schedules, invoices, settlement statements, OA/NOC documents, and related audit logs shall be archived securely for a minimum period of seven (7) years, in compliance with CERC Power Market Regulations 2021, CERC Trading License Regulations 2020, IEGC 2023, and CEA Cyber Security Guidelines 2021.
- v. The solution should support concurrent users, real-time dashboards and high trading volume workloads as specified by SECI. Performance shall not degrade during market peak hours.
- vi. Penalties shall be applicable for non-adherence as per Article 5.1.b. and Appendix-A of this Agreement.
- vii. **Exit Management:** The bidder shall extend support for a smooth migration of services without disruption to SECI operations. Upon expiry or termination of the Contract, the Contractor shall deliver:
 - a) Database dump
 - b) Cloud architecture along with the latest BoM
 - c) DR setup details
 - d) Integration configuration
 - e) Security/admin credentials
 - f) Technical runbook

The Contractor shall provide all data as above in a readable format to SECI on termination/completion of the contract within 30 days. Upon confirmation from the SECI, the Contractor will delete all data generated by the said application.

- viii. The Contractor shall not impose dependency on proprietary runtime, proprietary database, proprietary storage format or licensing mechanisms, which may restrict portability, interoperability or future use by SECI.
- ix. **Deliverables:** The Contractor shall submit comprehensive documents at the time of Go-Live as mentioned below:
 - a) Change management Plans
 - b) Backup & Retention Policy
 - c) Incident Management and Response Plan
 - d) Business Continuity & Disaster Recovery Plan
 - e) Complete Cloud Architecture documentation, including Development/ QA/ Production environment.

- f) Implement authentication (MFA) for secure access.
- x. **Cloud Hosting and Compliance Requirements**
- a) The Contractor shall ensure compliance with guidelines issued by MeitY for development and hosting at the MeitY empaneled cloud service provider (CSP).
- b) The Contractor shall host the entire portal, including its application layer, database, API services, logs, and backups, on a Sovereign Cloud infrastructure located within India. The cloud environment shall ensure complete data residency, operational control, and administrative sovereignty within India's territorial jurisdiction.
- c) **Definition of Sovereign Cloud:** Sovereign Cloud means a cloud service: a. Physically hosted within India, b. Operated by an entity incorporated and registered under Indian laws, c. Governed solely by Indian jurisdiction and data protection laws, and d. Ensuring that no data (including metadata, logs, or administrative credentials) is transferred, processed, or stored outside India.
- d) **Compliance Standards:** The Sovereign Cloud infrastructure shall comply with the following:
- i. Digital Personal Data Protection Act, 2023 (DPDP Act).
 - ii. Information Technology Act, 2000 and allied Rules
 - iii. MeitY Empanelment for Cloud Service Providers (CSPs) and STQC/MeitY accreditation
 - iv. Any other regulatory or security directives applicable to Government/PSU Systems
- e) **Audit and Security Assurance:** SECI reserves the right to conduct security and compliance audits through CERT-In-empanelled auditors or authorized third parties. The Service Provider shall ensure full cooperation and provide necessary access for verification of compliance, logs, and configurations. It is clarified that during Phase-2 of the Milestones listed as per Article 4.2 below, the security testing shall be carried out by the Contractor through a CERT-In empanelled auditor at its own cost.
- f) **Migration or Hosting Change:** Any change in hosting provider or migration outside the approved sovereign infrastructure shall require prior written consent from SECI. Unauthorized relocation of data or hosting will be treated as a material breach of the Contract.
- g) Secure data practices, including encryption (at rest and in transit), access control, log retention, audit logs and ISO 27001 controls should be implemented.
- h) The BoM must be sufficient to support horizontal and vertical scalability, meet 99.5% uptime, and ensure compliance with CERT-In Cybersecurity Guidelines 2022.

- i) The bidder shall submit a comprehensive cloud deployment architecture, including environment sizing, instance specifications, storage plans, backup & restore policy, security configurations, and availability zone strategy.
 - j) Data Ownership and Access Control: All data, content, configurations, backups, and system logs generated under this project shall remain the property of SECI. The Contractor shall not transfer, share, or provide remote access to any foreign entity or jurisdiction without the SECI's written approval.
 - k) A fully operational Disaster Recovery (DR) instance in a separate seismic region in India must be provisioned, at a minimum, for the production environment with the following requirements: $RPO \leq 30$ minutes & $RTO \leq 4$ hours. The bidder should conduct the annual DR drills to ensure uninterrupted business continuity of power trading operations in all circumstances.
- xi. The Contactor should have the daily incremental and weekly full backup of the system.
 - xii. **Administration, Access Controls & Identity Management:**
 - a) Role-Based Access Control (RBAC) Framework
 - i. Maker-Checker for critical actions (bid submission, NOC changes, etc.).
 - ii. Separate roles for admin, trader, finance, auditor, and client users.
 - b) Identity & Access Management (IAM) Requirements
 - i. Multi-Factor Authentication (MFA) for all users.
 - ii. SSO compatibility with Microsoft Entra ID.

3.7 Training and Support:

- i. The Contractor shall conduct user training sessions for SECI staff.
- ii. The Contractor shall provide user manuals and knowledge base articles.
- iii. The Contractor must ensure helpdesk support.
- iv. The Contractor must ensure routine system updates, bug fixes, and performance optimization.

3.8 Support & Maintenance (S&M):

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

- i. Annual Technical Support and/or Maintenance will be provided by the Contractor from the completion of the trial phase for a period of five years from the above completion, which will be renewed annually, subject to the satisfactory performance and requirements of SECI.

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

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

For illustration, table below may be referred to:

Sl. No.	Contract Year	Non-Paid Man-Days Included at the Commencement of Contract Year in the S&M Period	Man-Days utilized by Employer/SECI	Balance Man-Days to be carried forward to the next year
1	1 st	30	30	0
2	2 nd	30	10	20
3	3 RD	30+20	50	0

- xi. **Security Audit:** The Contractor will assist during the security audit and resolve all the vulnerabilities found during the security audit.
- xii. All **Software** licenses & tools (such as Database, application server, etc.) required for the development and hosting of the portal shall be arranged by the Contractor without any additional cost to SECI. However, if the software is open source, then a stable version should be identified and used by the Contractor.
- xiii. License for services from other portals and 3rd parties shall be provided by the Contractor to SECI as a part of the Contract if required for the use of the portal.

ARTICLE 4: TIME SCHEDULE

4.1 **Contract Period:** The Contract Period shall be the duration between the Effective Date of this Agreement and the date as on the completion of 5 years (60 months) after the declaration of completion of the trial phase.

4.2 **Milestone-wise Schedule of Delivery:** The Contractor shall strictly adhere to the Time Schedule/Milestones given below

Sl. No.	Milestone	Description	Timeline
1	Issuance of NoA/LoA		D0
2	Phase-1	Inception Report and FRS finalization	D0 + 1 Month (D1)

3	Phase 2: UAT & Security Testing	Comprehensive UAT, performance, and security audits of the system.	D1 + 4 months (D2)
4	Phase 3: Deployment, Training & Go-Live	Final deployment, user training, end-to-end implementation and “Go-live” of the solution.	D2 + 1 Month Or D0 + 6 months (D3)
5	Trial Phase	After Go-live and before the commencement of the Support and Maintenance period	D3 + 3 Months (D4)
7	Support & Maintenance Phase	Upon Completion of Trial Period and till the end of S&M Period The Trial Period shall be considered as having been completed once the Contractor resolves all the issues in operating the software, as highlighted by SECI during the Trial Period.	D4+60 months

ARTICLE 5 : SERVICE LEVEL PERFORMANCE

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

a. Availability Requirements:

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

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

b. Service Level Required :

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

Security Level	Maximum Resolution Time (MRT)	
Critical	4 hours	
High	10 hours	
Medium	24 hours	
Low	2 working days	
Maximum Resolution Time (MRT) : The maximum resolution time shall be defined as the maximum time to resolve the call/ incident/ service request from the time of its reporting		
Metric Name	Formula	Penalty (on running Quarterly bill)
Calls Resolution	Number of calls closed within the stipulated maximum resolution time / Total number of calls received in the Quarter * 100%	90%-95%: 5% penalty 85%-90%: 7% penalty Less than 85%: 10% Penalty
System Up time	Up time calculation on quarterly basis, Acceptable uptime is 99.5% for each quarter.	99%-99.5%: 5% penalty 98%-99%: 10% penalty 95%-98%: 20% penalty Less than 95%: 50% Penalty

ARTICLE 6 : CONTRACT PRICE

Under this Contract Agreement, SECI hereby agrees to pay to The Contractor the Contract Price in consideration of the performance by The Contractor of its obligations as per the Contract. The Contract Price shall be the aggregate amount of INR _____ (in words) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The detailed break-up of Contract Price is given under **Appendix B “Schedule of Detailed Price Break-up”**.

ARTICLE 6: TERMS OF PAYMENT

6.1 The Contractor/ Service Provider is required to submit their Contract Bills for Payment under the contract for the “Hiring of Services for Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities, including a five-year Support and Maintenance at SECI’s New Delhi Office” as per Rates quoted by them and accepted by SECI along with the relevant supporting documents, if any towards release of payment treating it as a mandatory requirement.

6.2 Total Contract value comprises the following two components:

- a. Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities
- b. Five-year Support and Maintenance at SECI's New Delhi Office

6.3 Payment for the **Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities** on achievement of deliverable & milestones, if any, shall be released to the Contractor as per the following schedule subject to the verification of Invoice and certification by the **Engineer-in-Charge(EIC)/authorized officer of SECI** after deduction of Taxes & Duties and Liquidated Damages (LD)/ Penalty, if any:

- i. **10% (Ten percent)** of the price as per SOR-1 to be released upon submission of Inception Report by the Contractor and acceptance of the same by SECI.
- ii. **80% (Eighty percent)** of the price as per SOR-1 to be released upon successful completion of the trial phase of the software as declared by SECI.
- iii. **Remaining 10% (ten percent)** of the price as per SOR-1 shall be released upon conclusion of stabilization, security audit of the Portal/System, as duly certified by the EIC/authorized officer of SECI.

6.4 Payment for the **5-year Support & Maintenance (S&M) Period**, i.e. Price as per SOR-2 shall be released to the Contractor as per the following schedule subject to verification of Invoice by the EIC/authorized officer of SECI after deduction of Taxes & Duties and Liquidated Damages (LD)/ Penalty, if any as per the provisions of the SLA:

- i. Billing Cycle: Quarterly basis
- ii. The payment under the Contract shall be released on Quarterly basis at the end of each Quarter of the corresponding year.
- iii. If the Contractor has quoted total one (01) year's Annual Support & Maintenance charges as INR X, then the Contractor shall raise the Quarterly invoice/bill with an amount of INR X/4 during that year of the S&M period.

6.5 **Payment for manpower charges** under SOR-3 shall be released in line with provisions of Clause 10.7 of Section-II of the Tender, on quarterly basis, depending on the quarter(s) of the year during which such manpower has been employed by SECI.

6.6 All the payments under the contract shall be released within 30 (Thirty) days from the date of submission of the invoices along with all supporting documents and verification by EIC/ IT Division of SECI.

6.7 In general, payment of final bill shall be made to Contractor within 30 (Thirty) days of the submission of bill, after completion of all the obligations under the Contract against the final completion.

6.8 **Notes:**

- a. All payments shall be made against GST invoices to be raised by service provider as specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard from time to time. If the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, SECI shall not be liable to make any payment against such invoice.
- b. All payments to be made directly to service provider under the Contract shall be made by SECI through electronic payment mechanism (e-payment), after deducting penalty/liquidated damages as per _____ of this Contract, if any.
- c. Payment shall be made against submission of Original Invoice subject to verification & acceptance by SECI.
- d. All the payment shall be released from Owner's Head Office, SECI, New Delhi, upon submission of Original Documents as mentioned.
- e. Any variation or change in the quantity of the work shall be paid only after the written confirmation from SECI.

ARTICLE 7: COMMUNICATIONS

7.1 The address of the Employer for communication purposes is:

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

Tel: 011 – 24666200

e-mail: biblesh@seci.co.in, pratikpr@seci.co.in

7.2 The address of the Contractor for communication purposes is:

ARTICLE 8: APPENDICES

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix A Major Terms & Conditions and Procedures of Payment

Appendix B Schedule of Detailed Price Break-up

Appendix C Signed Formats XV and XVI of the Tender

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and

Signed by for and

on behalf of the SECI

on behalf of The Contractor

SOLAR ENERGY CORPORATION OF

INDIA LIMITED

Signature.....

Signature.....

Name:

Name:

Designation:

Designation:

in the presence of

in the presence of

Witness

Witness

1.

1.

2.

2.

MAJOR TERMS & CONDITIONS**1. Contract Performance Security**

- 1.1. The Contractor has submitted a Contract Performance Security (CPS) in the form of a Bank Guarantee (BG)/Insurance Surety Bond (ISB) for an amount of INR _____ (in words) with a validity up to issued by _____ (name of the issuer) against this Contract Agreement.
- 1.2. SECI has agreed to accept the CPS in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the CPS shall be encashable for being appropriated by SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.
- 1.3. In case of any default or failure of The Contractor to comply with the requirements of any of the obligations covered under this Contract Agreement constituting sufficient grounds for forfeiture of the CPS. In such cases, the liability on account of GST will be borne by the Contractor.
- 1.4. All compensation or other sums of money payable by the Contractor to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of its CPS or from any sums which may be due or may become due to the Contractor by the Employer of any account whatsoever, and in the event of its CPS being reduced by reasons of any such deductions or sale of aforesaid, The Contractor shall, within 10 (Ten) days thereafter, make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by encashment of its CPS, or any part thereof. No interest shall be payable by the Employer for the sum deposited as Contract Performance Security.
- 1.5. If the Contractor or their employees or the Contractor's agents and representatives damage, break, deface or destroy any property belonging to the Owner or others during the execution of the Contract, the same shall be made good by The Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from The Contractor (for which the certificate of the Engineer-in-Charge shall be final).
- 1.6. The Contract Performance Security (CPS) submitted shall be released to the contractor without any interest in the following manner:
 - I. 25% of the CPS amount shall be released within 30 days after successful completion of the trial period subsequent to declaration of "Go-Live" of the software by SECI, after deduction of penalties/liquidated damages, if any.
 - II. The remaining CPS amount shall be released in 5 tranches, each comprising 15% of the CPS amount, after successful conclusion of each year during the S&M period, after deduction of penalties/liquidated damages, if any. The last tranche of 15% of the CPS amount shall be released after successful closure of the Contract and handing over of the source-code by the Contractor to SECI, in addition to submission of other deliverables by the Contractor expected as part of the Contract Closure.

2. Penalty/Liquidated Damages (LD)

2.1. Penalty/ Liquidated Damages (LD) for “Design, Development, and Implementation of Power Trading Software and Manpower for Power Trading Activities”:

- I. Time is the essence of the Contract.
- II. In case the Contractor fails to complete the work within the stipulated Project milestones defined in the Scope of Work of the Tender and this Contract, then unless such failure is due to Force Majeure as per this Contract or due to Employer's defaults, as Liquidated Damages, a sum equal to 0.5% of the SOR-1 of the Total Contract Price shall be recovered from the Contractor per complete week of delay or part thereof subject, to a maximum of 10% of SOR-1 of the Total Contract Price.
- III. In such cases, SECI reserves the right to cancel the GeM Order/Contract Agreement (CA) and encash the Contract Performance Security.
- IV. LD can also be recovered from any payment due to the Contractor.

2.2. Penalty for “Support & Maintenance Period”:

- I. Failure to adhere to the provisions of the SLA shall result in a deduction of penalty from the quarterly payment of the Contractor as per the penalty provisions provided under Article 5.1.b. of this Agreement.

3. Procedure for Action in Case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices

Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed below:

3.1. **Definitions:**

- i. “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. It 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.
- ii. “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 in order to influence a selection process or during execution of contract/ order.
- iii. “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- iv. “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.
- v. “Vendor/ Contractor / Supplier/ Consultant/ Bidder” is herein after referred as “Agency”
- vi. “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.

- vii. “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
 - a. Whether the management is common.
 - b. Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - c. Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- viii. “Investigating Agency” shall mean any department or unit of Employer investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Employer, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

3.2. Actions against bidder(s)/Contractor indulging in corrupt /fraudulent/ collusive/ coercive practice:

- i. 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 Employer for a period specified below from the date of issue of banning order.

- ii. 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 Employer for a period specified in para 4.3 below from the date of issue of banning order.

The concerned order(s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated to put 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, the agency shall be banned for future business with Employer for a period specified 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 Employer for a period specified below from the date of issue of banning order.

Nothing mentioned hereinabove restricts the right of the Employer to initiate action under the law of the land for the time being in force.

3.3. Period of Banning:

Banning period shall be reckoned from the date of issuance of banning order and shall be for a period as may be decided by the Employer 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.

3.4. Effect of banning on other ongoing contracts/ tenders

- i. If an agency is banned, such agency shall not be considered in ongoing tenders/ future tenders.
- ii. 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 incidental to original scope mentioned in the contract.
- iii. If an agency is banned during tendering and irregularity is found in the case under process:
 - a. after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - b. 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.
 - c. 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/ mis-appropriation of facts committed in the same tender/ other tender.

4. Non-Applicability of Arbitration Clause in Case of Banning of Vendors/ Contractors/ Bidders/ Consultants Indulged In Fraudulent/ Coercive Practices

Notwithstanding anything contained contrary in RfP and other "Contract Documents", in case it is found that The Contractor/Bidder indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/ or on other grounds as mentioned in Employer's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices", The Contractor/ bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Employer, to such Contractor/ Bidder.

The Contractor/Bidder understands and agrees that in such cases where Contractor/ Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by

Employer, such decision of Employer shall be final and binding on such Contractor/ Bidder and the 'Arbitration clause' in the RfP and other Contract documents shall not be applicable for any consequential issue/ dispute arising in the matter.

5. Representatives and Field Management & Controlling

5.1. Project Manager / Engineer- In –Charge (EIC):

If the Project Manager/ EIC is not named in the Contract, then within seven (7) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager/ EIC. The Employer may from time to time appoint some other person as the Project Manager/ EIC in place of the person previously so appointed and shall give a notice of the name of such other person to The Contractor without delay. The Employer shall take reasonable care, unless unavoidable to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager/EIC shall represent and act for the Employer at all times during the tenure of the Contract.

All notices, instructions, information and other communications given by The Contractor to the Employer under the Contract shall be given to the Project Manager/ EIC, except as herein otherwise provided.

5.2. Contractor's Representative:

If The Contractor's Representative is not named in the Contract, then within seven (07) days of the Effective Date, The Contractor shall appoint the Contractor's Representative and shall request the Employer in writing. If the Employer objects to the appointment within seven (07) days giving the reason therefor, then The Contractor shall appoint a replacement within seven (07) days of such objection, and the foregoing provisions of the Contract/Tender shall apply thereto.

The Contractor's Representative shall represent and act for The Contractor at all times during the tenure of the Contract and shall give to the Project Manager/ EIC all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Employer or the Project Manager/ EIC to The Contractor under the Contract shall be given to The Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of The Contractor's Representative without the Employer consent, which shall not be unreasonably withheld. If the Employer consents thereto, The Contractor shall appoint some other person as The Contractor's Representative, pursuant to the procedure set out in RfP Clauses.

The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice and shall specify the powers, functions

and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Project Manager/EIC.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with the RfP Clause shall be deemed to be an act or exercise by The Contractor's Representative.

Notwithstanding anything stated in Clause above, for the purpose of execution of Contract, the Employer and The Contractor shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.

From the commencement of installation of the Facilities at the Site until Acceptance, The Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by The Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper Performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.

The Employer may object to any Contractor's representative or person employed by The Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be in-competent or negligent, or may commit a serious breach of the Site regulations and safety.

If any representative or person employed by The Contractor is removed in accordance with Clause above, The Contractor shall, where required, promptly appoint a replacement. The Engineer-in-Charge/Project Manager may also authorize his representatives to assist in performing his duties and functions.

5.3. **Hindrance Register**

The Contractor may also maintain a Hindrance Register where reasons along with documentary evidence for delay/ fault may be recorded from time to time and at the time of occurrence of the hindrance and get it duly certified by the EIC or its authorized representative.

6. **Force Majeure**

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

- i. 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, tornado, quarantine {if and only if it is declared / notified by the competent state / central authority / agency (as applicable)},
- ii. 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 {if and only if it is declared / notified by the competent state / central authority / agency (as applicable)}; or
 - iii. Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party.

6.2. Force Majeure Exclusions

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

- i. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, or consumables for the Project.
 - ii. Delay in the performance of any Contractor, sub- Contractor, or their agents.
 - iii. Non-performance resulting from normal wear and tear typically experienced in project materials and equipment/service.
 - iv. Strikes at the facilities of The Contractor / Affected Party including any transport strikes not directly affecting the delivery of goods from manufacturer/Supplier to Project site.
 - v. Insufficiency of finances or funds or the Agreement becoming onerous to perform
 - vi. Non-performance caused by, or connected with, the Affected Party's:
 - a) Negligent or intentional acts, errors, or omissions.
 - b) Failure to comply with an Indian Law; or
 - c) Breach of, or default under this Contract Agreement.
 - vii. Normal rainy seasons and monsoon.
- 6.3. Upon occurrence of above mentioned events, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, The Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the Project on its schedule after cessation of the effect of Force Majeure.
- 6.4. The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Contract, as soon as practicable after becoming aware of each of these cessations.

- 6.5. To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations pursuant to this Contract. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.
- 6.6. 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 lasts.
- 6.7. 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.
- 6.8. If works are suspended by Force Majeure conditions lasting for more than two months, the Employer shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 6.9. The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.

7. Risk Purchase Clause

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

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

8. Termination of Contract

8.1. Termination for Employer's Convenience:

- I. The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination. Upon receipt of the notice of termination, the Contractor shall either immediately or upon the date specified in the notice of termination:
 - i. cease all further services, except for such services as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the services already executed.
 - ii. terminate all subcontracts, except those to be assigned to the Employer pursuant to clause 8.1.I.iii below
 - iii. Subject to the payment specified in clause 8.1.II:

- a. Deliver to the Employer the parts of the services executed by The Contractor up to the date of termination.
 - b. To the extent legally possible, assign to the Employer all right, title and benefit of The Contractor as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between The Contractor and its Sub-Suppliers; and
- II. In the event of termination of the Contract, the Employer shall pay to The Contractor the following amounts:
- i. The Contract Price, properly attributable to the services executed by The Contractor till the date of termination.
 - ii. Any amounts to be paid by The Contractor to its Sub-Contractors in connection with the termination of any subcontracts, including any cancellation charges.

8.2. Termination for Contractor's Default:

- I. Neither the Owner nor the Contractor may assign the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, to any third party without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Contractor shall be entitled to assign any monies due and payable to it or that may become due and payable to it under the Contract, either absolutely or by way of charge.
- II. The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in any one of the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this Clause:
 - a. if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or resupply, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt, or
 - b. if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 8.2.I above, or
 - c. if the Contractor, in the judgment of the Owner has engaged in Fraud and Corruption in competing for or in executing the Contract.

III. If The Contractor,

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

then, the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to The Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Clause 8.2.

- IV.** Upon receipt of the notice of termination under Clauses 8.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,
- a. cease all further services, except for such services as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the services already executed.
 - b. terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph c below
 - c. to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Sub-Contractor(s).
 - d. deliver to the Employer all drawings, specifications and other documents prepared by The Contractor or its Sub-Suppliers as of the date of termination in connection with the supplies.
- V.** The Owner may expel the Contractor and complete the services itself or by employing any third Party. The Owner may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Owner and with an indemnification by the Owner for all liability including damage or injury to persons arising out of the Owner's use of such services.
- VI.** Subject to clause 8.2.VI, the Contractor shall be entitled to be paid the Contract Price attributable to the services executed as of the date of termination. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.
- VII.** If the Employer completes the services, the cost of completing the services by the Employer shall be determined. If the sum that the Contractor is entitled to be paid, pursuant to Clause 8.2.VI above, plus the reasonable costs incurred by the Employer in completing the services, exceeds the Contract Price, the Contractor shall be liable for such excess. If such excess is greater than the sums due the Contractor under Clause 8.2.VI above, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under Clause 8.2.VI above, the Employer shall pay the balance to the Contractor.

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

9. Change in Laws and Regulations

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

But does not include

- (i) Any change in taxes on corporate income or
 - (ii) Any change in any withholding tax on income or dividends distributed to the shareholders of The Contractor, or
 - (iii) Any change on account of regulatory measures by the Appropriate Commission as defined in the Electricity Act, 2003.
- 9.2. The term “law” in this Article includes any Act, Ordinance, order, bye-law, rule, regulation, and notification, for the time being in force, in the territory of India.
- 9.3. If, after the date of bid submission, any Law, Regulation, Ordinance, Order or Bye-law having the force of Law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the Competent Authorities) that subsequently affects the costs and expenses of the Contractor and/or the time for completion, the Contract Price shall be correspondingly increased or decreased, and/or the time for completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Contractor shall promptly and within 15 days of such enactment coming into force, forward relevant supporting documents to Employer.
- 9.4. However, these adjustments would be restricted to direct transactions between the Employer and Contractor. These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor.
- 9.5. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.
- 9.6. However, any increase in the rate of these taxes, duties and levies beyond the contractual completion period on account of default of the Contractor shall be solely to the Contractor's account and any such decrease shall be passed on to Employer.
- 9.7. In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may

be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the SOR.

10. Arbitration

10.1. If any dispute or difference or claim occurs between the Employer and the Contractor in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the formation, existence, validity termination or breach, the parties shall seek to resolve any such dispute or difference by mutual consent.

10.2. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to Arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given.

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

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

10.4. In all other cases

Any dispute submitted by a party to Arbitration shall be heard by an Arbitration Panel composed of three Arbitrators, in accordance with the provisions set forth below:

- i. The Employer and the Contractor shall each appoint one Arbitrator, and these two Arbitrators shall jointly appoint a third Arbitrator, who shall chair the Arbitration Panel. If the two Arbitrators do not succeed in appointing a third Arbitrator within Thirty (30) days after the later of the two Arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third Arbitrator which shall be the President, Institution of Engineers.
- ii. If one party fails to appoint its Arbitrator within thirty (30) days after the other party has named its Arbitrator, the party which has named an Arbitrator may request the Appointing Authority to appoint the second Arbitrator.
- iii. If for any reason an Arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original Arbitrator. Such a re-constituted Tribunal may,

at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator (s).

- iv. Arbitration proceedings shall be conducted in accordance with 'The Arbitration and Conciliation Act, 1996' and the rules made thereunder and for the time being in force.
- v. The venue or arbitration shall be New Delhi.
- vi. The award of the arbitrator shall be final and binding on the parties to this Contract.
- vii. The decision of a majority of the Arbitrators (or of the third Arbitrator chairing the Arbitration Panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- viii. The Arbitrator(s) shall give reasoned award.
- ix. Notwithstanding any reference to the Arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.
- x. Cost of arbitration shall be equally shared between the Employer and The Contractor.
- xi. The fees payable to the Arbitrator and the manner of payment of the fees shall be such as may be governed by the Fourth Schedule of the Arbitration and Conciliation Act 1996.
- xii. The Courts in Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Contract and any award or awards made by Arbitration Tribunal hereunder shall be filed (if so required) in the concerned Courts in Delhi only.
- xiii. The language of the proceedings will be in English.
- xiv. This Arbitration Clause shall continue to survive termination, completion, or closure of the Main contract for 120 days thereafter.

11. Jurisdiction

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

12. Mutual Consultation

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

13. Indemnity

- 13.1. If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury or death caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives, or in connection with any claim based on lawful demands of its employees, the Contractor, shall in such cases indemnify and keep the Employer and/ or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.
- 13.2. The Contractor shall, at its own expense, defend and indemnify the Employer against all third-party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof. The Contractor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and The Contractor shall be fully responsible for the same, including all expenses and court and legal fees. The Employer will give notice to The Contractor of any such claim without delay, shall provide reasonable assistance to The Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.
- 13.3. The Contractor shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer and shall at all times support and safeguard the Employer's legitimate interests in any dealings with its sub-contractor or third parties.
- 13.4. The Contractor has submitted the Indemnity Bond to SECI in line with Format XVI of the Tender, prior to signing of this Agreement.

14. Government Directives

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

SCHEDULE OF DETAILED PRICE BREAK-UP

Under this Contract Agreement, SECI hereby agrees to pay to The Contractor the Contract Price in consideration of the performance by The Contractor of its obligations hereunder. The Contract Price shall be the aggregate of **INR (in words)** or such other sums as may be determined in accordance with the terms and conditions of the Contract.

The detailed break-up of Contract Price is given as under:

Signed Formats XV and XVII of the Tender to be attached as annexures to the Contract