



# **Solar Energy Corporation of India Limited**

(A Government of India Enterprise)

CIN: U40106DL2011GOI225263

6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-  
2, East Kidwai Nagar, New Delhi-110023

## **Request for Empanelment of Advocates/Law Firms with SECI for 2 years**

**RfE No. SECI/C&P/EOI/17/0001/26-27 dated: 12.06.2026**

Tender Search Code on ISN-ETS: SECI -2026-TN000015

## **DISCLAIMER**

1. Adequate care has been taken while preparing this Request for Empanelment (RfE) document, and the same has been made in utmost good faith. However, the bidder(s) shall satisfy themselves that the RfE is complete in all respects. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within 20 (Twenty) days from the date of issuance of RfE documents, it shall be considered that the document is complete in all respects and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this document.
3. This RfE document has been prepared in good faith, and on a best endeavor basis. 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.
4. All rights reserved. No part of this document may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of SECI, except in the case of brief quotations embodied in critical reviews and certain other non-commercial uses permitted by copyright law.
5. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS portal and CPPP, the documents uploaded on the ISN-ETS portal will prevail.

Place: New Delhi

Date: 12.06.2026

# **SECTION-I**

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

## BID INFORMATION SHEET

The brief details of the RfE document are as follows:

(A)	<b>BRIEF SCOPE</b>	Empanelment of Advocates/Law Firms in SECI for a period of 2 years for providing legal services.				
(B)	<b>RFE NO. &amp; DATE</b>	SECI/C&P/EOI/17/0001/26-27 dated 12.06.2026				
(C)	<b>BIDDERS ELIGIBLE FOR BIDDING</b>	This bid is open to Bidders/Applicants (Advocates/Law Firms) from within India only.				
(D)	<b>EMPANELMENT TENURE/TERM</b>	02 years, extendable for a further 01 year based on satisfactory performance.				
(E)	<b>TYPE OF BIDDING SYSTEM</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">SINGLE BID SYSTEM</td> <td style="width: 50%; text-align: center;"><input type="text"/></td> </tr> <tr> <td>TWO BID SYSTEM</td> <td style="text-align: center;">Yes</td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	Yes
SINGLE BID SYSTEM	<input type="text"/>					
TWO BID SYSTEM	Yes					
(F)	<b>TYPE OF RfE/ TENDER</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">E-TENDER</td> <td style="width: 50%; text-align: center;">Yes</td> </tr> <tr> <td>MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	E-TENDER	Yes	MANUAL	<input type="text"/>
E-TENDER	Yes					
MANUAL	<input type="text"/>					
(G)	<b>COST OF BIDDING DOCUMENTS</b>	Free of cost				
(H)	<b>RfE/BID PROCESSING FEE</b>	<u>Not Applicable</u>				
(I)	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<u>Not Applicable</u>				
(J)	<b>CONTRACT PERFORMANCE SECURITY</b>	<u>Not Applicable</u>				
(K)	<b>DATE, TIME &amp; VENUE OF PRE-BID MEETING</b>	Scheduled as per NIT on ISN-ETS portal and/or SECI website.				
(L)	<b>ONLINE BID SUBMISSION DEADLINE</b>	As per NIT on ISN-ETS portal				
(M)	<b>TENDER OPENING EVENT</b>	As per NIT on ISN-ETS portal				

<b>(N)</b>	<b>CONTACT DETAILS OF ISN-ETS BIDDING PORTAL</b>	M/s <b>Electronic Tender.com (India) Pvt. Ltd.</b> Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: <a href="mailto:support@isn-ets.com">support@isn-ets.com</a>
<b>(O)</b>	<b>NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfE)</b>	Sh. Atulya Kumar Naik Executive Director (Contracts & Procurement) Solar Energy Corporation of India Limited 6 <sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023
<b>(P)</b>	<b>DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED</b>	1) Sh. Pratik Prasun Deputy General Manager (C&P) Ph: 011-24666237 <a href="mailto:pratikpr@seci.co.in">pratikpr@seci.co.in</a> 2) Sh. Swapnil Gandhi Dy. Manager (C&P) Ph: 011-24666359 <a href="mailto:swapnil.gandhi@seci.co.in">swapnil.gandhi@seci.co.in</a>

1. Bids must be submitted strictly in accordance with Clause 14 of Section II. The IFB is an integral and inseparable part of the RfE document.
2. Bidders/Applicants (Advocates/Law Firms) are advised to bid strictly as per the terms and conditions of the RfE document and not to stipulate any deviations/ exceptions.
3. Any Advocate/law Firm, that meets the Qualifying Requirement and wishes to quote against this RfE, may download the complete RfE document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or SECI website ([www.seci.co.in](http://www.seci.co.in)) and may submit their Bid complete in all respect as per the terms & conditions of RfE Document on or before the due date of bid submission.
4. Amendment(s)/ Clarification(s)/ Corrigendum(s), if any shall also be available on the above-referred websites.
5. SECI will issue Notification of Empanelment (NoE) and will sign the Empanelment Agreement (EA)/ Contract Agreement (CA) to the Successful Applicant (Advocate/Law Firm).
6. However, the above-mentioned contract award methodology may be modified/ changed based on specific empanelment requirements and at the sole discretion of SECI.

**Bidders/Applicants are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfE document through the websites <https://www.bharat-electronictender.com> and [www.seci.co.in](http://www.seci.co.in). No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on [www.seci.co.in](http://www.seci.co.in) and the details will be available only from <https://www.bharat-electronictender.com>.**

## **1. BACKGROUND & INTRODUCTION**

Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a “Navratna” Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialisation of solar energy technologies in the country.

In the discharge of its statutory, contractual, and regulatory functions, SECI is required to engage with multiple judicial, quasi-judicial, and arbitral forums, as well as to manage a wide range of legal matters involving project development, power procurement, contractual enforcement, policy interpretation, and dispute resolution. Given the increasing scale, complexity, and geographical spread of its operations, SECI considers it essential to empanel experienced Advocates and Law Firms with demonstrated expertise in relevant areas of law to provide timely, effective, and professional legal representation and advisory services in furtherance of its objectives and in protection of its interests.

Accordingly, SECI hereby invites proposals from interested Advocates/Law Firms in response to this Request for Empanelment (RfE) for providing Legal Services to SECI.

All applications/bids/proposals in response to the RfE floated by SECI shall be scrutinized and the applications found eligible for empanelment will be placed under any one of the following categories on the basis of respective professional experience (post-enrolment with State Bar Council)/establishment:

<b>S. No.</b>	<b>Years of Professional experience/ Establishment</b>	<b>Category</b>
1	More than 15 years	A
2	More than 10 years but less than and including 15 years	B
3	More than 5 Years but less than and including 10 years	C

All applications/bids/proposals received from the Advocates/Law Firms (hereinafter the ‘Applicants’) shall be further categorized into the following areas of specialization based on details submitted in the application for empanelment:

<b>S. No.</b>	<b>Area of Specialization/Panel</b>
1	Power Sector Laws and Regulatory
2	Arbitrations
3	Contractual matters
4	Civil Matters (including land, property, etc.)
5	Service and Labor matters

The maximum number of Advocates and Law Firms proposed to be empaneled by SECI under this Request for Empanelment (RfE) shall be sixteen (16). SECI reserves the right to determine the final number of Advocates/Law Firms to be empaneled under this RfE, and the decision of SECI in this regard shall be final and binding on all Applicants.

**Note:**

Bidders/Applicants shall submit the RfE proposal, complete in all respect as per the Bid Information sheet.

- i. A Single Stage, Single-Envelope competitive Bidding Procedure will be adopted and will proceed as detailed in this RfE document. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfE document. The respective rights of SECI and the Bidder shall be governed by the RfE Documents/Agreements signed between SECI and the Advocate/Law Firm.
- ii. Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited to complete the registration formalities. Contact details of ISN-ETS are mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in this RfE.

They may obtain further information regarding this RfE 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 uploading of the bids on the ETS portal, it shall be the sole responsibility of bidders to apprise themselves adequately regarding all relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. SECI, in no case, shall be responsible for any issues related to timely or properly uploading/ submission of bid in accordance with the relevant provisions of the RfE.

- iii. Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet. Bid proposals received without the stipulated Cost of RfE Document, Bid Processing Fees and EMD, if any, will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

- iv. RfE documents can be downloaded from the ISN-ETS portal or from SECI's website. It is mandatory to download official copy of the RfE Document from ISN-ETS bidding portal to participate in the RfE. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfE shall be uploaded on ISN-ETS portal. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS portal. The same may also be uploaded on SECI's website also. However, in case of any discrepancy, the information available on ISN-ETS portal shall prevail.
- v. SECI reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- vi. Interested bidders have to download the official copy of RfE & other documents after logging into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure-B). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS bidding portal and downloading the official copy of RfE.
- vii. The complete Bidding Documents are available at ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website (<http://www.seci.co.in>) and Central Public Procurement Portal (CPPP) of GoI ([www.eprocure.gov.in](http://www.eprocure.gov.in)). However, for the purpose of participation, the official copy of the bidding documents shall be downloaded from SECI's website as per the provisions available therein.
- viii. Bidders/Applicants shall submit their bid proposal **online on ISN-ETS portal**, complete in all aspects, on or before last date and time of Bid Submission as indicated on ISN-ETS portal.
- ix. Bidders/Applicant shall submit a bid proposal as per the Bid Information Sheet. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- x. RfE document which include Scope of Work, Qualifying Requirements, various Conditions of the Contract, Formats, etc. can be downloaded from SECI's website. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfE shall be uploaded on ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or SECI website (<http://www.seci.co.in>).
- xi. The detailed Qualifying Requirements (QR) are given in section III, "Qualifying Requirement".
- xii. ***SECI 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.***

xiii. This bidding document is non-transferable.

## 2. DEFINITIONS

For the purposes of these Guidelines, the terms used will have the following meaning;

- i. **‘Advocate’** means an advocate, entered in any role of the advocate under the provisions of The Advocates Act, 1961 (The Act);
- ii. **‘Applicable Law’** means any Statute, Law, Regulation, Ordinance, Notification, Rule, Regulation, Judgment, Order, Decree, Bye-Law, Approval, Directive, Guideline, Policy, requirement or other Governmental restriction or any similar form of a decision of, or determination by, or any interpretation or Administration having the force of Law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- iii. **‘Appellate Tribunal for Electricity’** or **‘APTEL’** means the statutory appellate authority established under Section 110 of the Electricity Act, 2003, to hear and decide appeals against the orders of the Central Electricity Regulatory Commission and State Electricity Regulatory Commissions, and to exercise such other powers and functions as provided under the Electricity Act, 2003.
- iv. **‘Applicant’** or **‘Bidder’** shall mean Lawyer or Advocate or Law Firm submitting the Bid/application against the RfE issued by SECI.
- v. **‘Bar Association’** means a recognized professional body or association of advocates registered with or affiliated to a court or group of courts, formed for the representation, regulation, and welfare of its member advocates and for promoting professional standards and ethics within the legal profession.
- vi. **‘Bar Council’** means a statutory body constituted under the Advocates Act, 1961, responsible for the regulation of the legal profession, including enrollment of advocates, laying down standards of professional conduct and etiquette, and safeguarding the rights, privileges, and interests of advocates.
- vii. **‘Central Administrative Tribunal (CAT)’** or **‘other Tribunals’** or **‘Arbitral Tribunals’** means any statutory, quasi-judicial, or arbitral body constituted under applicable law, including the Central Administrative Tribunal established under the Administrative Tribunals Act, 1985, empowered to adjudicate disputes, hear appeals, or conduct arbitration proceedings in matters within its jurisdiction.
- viii. **‘Central Electricity Regulatory Commission’** or **‘CERC’** means the statutory authority constituted under Section 76 of the Electricity Act, 2003, responsible for regulating inter-State electricity transmission, tariff determination, and related matters at the central level.

ix. **‘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.

For entities incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

x. **‘Competent Authority’** shall be Managing Director or any officer so designated by the Managing Director of SECI.

xi. **‘Court’** shall mean and include any District Courts, any High Court, Supreme Court, Tribunals, Forums, and Arbitral Tribunal, etc.

xii. **‘Day’** shall mean calendar day.

xiii. **‘Effective Hearing’** shall mean a hearing in which either one or both parties involved in a case are heard by the Courts/arguments were advanced by the Counsel of any of the parties, Examination-in-chief, cross examination is conducted, issues/charges have been framed and statement recorded and in addition to the above, effective hearings are according to the High Court Rules.

xiv. **‘Empanelment Agreement’** or **‘Contract’** shall mean the Contract entered into between SECI and the Successful Applicant after issuance of the Notification of Empanelment (NoE) by SECI.

xv. **‘Equity’** shall mean Net Worth as defined in Companies Act, 2013.

xvi. **‘Headquarter’** shall mean Corporate Office of SECI with the address-Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 or any other office in Delhi-NCR as communicated from time to time.

xvii. **‘Limited Liability Partnership’** or **‘LLP’** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

xviii. **‘Month’** shall mean calendar month.

xix. **‘NCR’** shall mean National Capital Region of India.

xx. **‘Non-effective Hearing’** shall mean all hearings which are not covered in the definition of effective hearing.

xxi. **‘Request for Empanelment’** or **‘RfE’** shall mean the document issued by SECI vide RfE

No. SECI/C&P/EOI/17/0001/26-27 dated 12.06.2026 including subsequent amendments and clarifications issued thereto.

- xxii. **‘Regulatory Commission’** or **‘Commission’** means a statutory authority constituted under the Electricity Act, 2003, including the Central Electricity Regulatory Commission or a State Electricity Regulatory Commission, as the case may be, vested with powers to regulate the electricity sector and to discharge functions assigned under the Act and rules and regulations made thereunder.
- xxiii. **‘SECI’** shall mean Solar Energy Corporation of India Limited.
- xxiv. **‘Similar Cases’** shall mean two or more cases in which identical or substantially similar questions of law or facts are involved.
- xxv. **‘Successful Applicant’** or **‘Selected Applicant’** shall mean the Applicant participating under this RfE and found eligible to be issued an NoE by SECI subsequent to the evaluation and shortlisting process.
- xxvi. **‘Vakalatnama’** means a written authority executed by a party to a legal proceeding in favour of an advocate, authorizing such advocate to appear, plead, act, and represent the party before a court, tribunal, or other judicial or quasi-judicial authority.
- xxvii. **‘Week’** shall mean calendar week.

### **3. INTERPRETATIONS**

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

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

# **SECTION-II**

## **INSTRUCTION TO BIDDERS (ITB)**

## **1. BID INFORMATION AND INSTRUCTIONS TO ADVOCATES/LAW FIRMS**

- 1.1. Bidders/Applicants (Advocates/Law Firms) may download the complete bidding document along with its amendment(s) if any from ISN-ETS Portal (<https://www.bharat-electronictender.com>) or SECI website (<http://www.seci.co.in>) and submit their Bid/application complete in all respect as per terms & conditions of RfE Document on or before the due date of bid submission as mentioned on ISN-ETS portal.
- 1.2. Prospective Applicants interested in participating in the bidding process are required to submit their Proposals in response to this RfE Document as per the prescribed format mentioned in the Bid Information Sheet. In case of any inconformity or query, SECI may seek clarifications to get the genuine queries addressed & resolved. SECI may seek clarifications from the Applicants to ascertain the correctness of facts & documents as presented by the Applicants.
- 1.3. It may be noted that SECI will not pay any amount/ expenses/ charges/ fee/ out-of-pocket expenses during this empanelment process, regardless of the conduct or outcome of the empanelment process.

## **2. SCOPE OF WORK AND DUTIES**

### **2.1. Scope of Work of the Empaneled Advocates/Law Firms is as follows:**

- a) To represent and appear on behalf of SECI before the Supreme Court of India, High Courts, Subordinate Courts, and all Tribunals, Commissions, and Authorities, including but not limited to the Appellate Tribunal for Electricity (APTEL), Central Electricity Regulatory Commission (CERC), State Electricity Regulatory Commissions (SERCs), Central Administrative Tribunal (CAT), and any other judicial, quasi-judicial, or regulatory forum.
- b) To represent SECI before Arbitration Tribunals, whether such arbitral proceedings are initiated pursuant to court references or by mutual agreement of the parties.
- c) To draft, vet, review, and settle all pleadings, applications, petitions, affidavits, replies, written statements, replications, rejoinders, caveats, briefs for opinion, and any other legal documents, including but not limited to deeds, regulations, rules, notifications, and statutory instruments, as may be required.
- d) To provide written or oral legal opinions and advisory services on queries and matters referred to by SECI.
- e) To draft, review, and/or vet Memoranda of Understanding (MoUs), agreements, contracts, Requests for Proposals (RfPs), tenders, Requests for Empanelment (RfE),

correspondence, and other legal or contractual documents as may be assigned by SECI.

- f) To keep SECI regularly and promptly informed of all material and date-wise developments in assigned matters, including the status of drafting, filing of pleadings, hearing dates, and to supply copies of judgments, interim orders, and final orders passed by the concerned forum.
- g) To perform such other legal services and duties as may be assigned by SECI from time to time in connection with its functions and operations.

**2.2. Duties of the empaneled Advocates/Law Firms are as follows:**

- a) The Advocate/Law Firm shall keep SECI regularly informed of the day-to-day progress and material developments in all matters entrusted to it.
- b) The Advocate/Law Firm shall not seek or consent to any adjournment in any matter without prior written instructions or approval from SECI, except in circumstances beyond its reasonable control, which shall be promptly reported to SECI.
- c) The Advocate/Law Firm shall not make any statement, concession, submission, or argument before any Court, Tribunal, Forum, or Authority that is contrary to the interests of SECI, except with prior and specific written instructions from SECI.
- d) The Advocate/Law Firm shall not, either directly or indirectly, appear, advise, or accept any brief against SECI, including through junior advocates, associates, or assistant advocates, in any matter during the period of empanelment. This restriction shall apply irrespective of whether the Advocate/Law Firm is engaged by SECI in the matter concerned.
- e) The Advocate/Law Firm shall maintain strict confidentiality and absolute secrecy with respect to all matters, documents, information, and records pertaining to SECI. Any breach of confidentiality shall render the Advocate/Law Firm liable for immediate de-empanelment, without prejudice to SECI's right to initiate appropriate legal action.
- f) The Advocate/Law Firm shall effectively coordinate and cooperate with the Senior Advocates engaged in the matter and with the designated officers of SECI to ensure proper conduct and timely progress of the case.
- g) The Advocate/Law Firm shall provide a reasoned and considered written legal opinion within fifteen (15) days from the date of pronouncement of any judgment, order, or award in the assigned matter, including recommendations on further legal remedies or course of action.
- h) The Advocate/Law Firm shall diligently attend to all matters entrusted by SECI and

shall submit periodically written status reports, including updates on hearings, filings, and procedural developments, as may be required by SECI.

- i) In the event that an Advocate has had any prior professional, personal, or pecuniary relationship with a party who is adverse to SECI in any matter, including the matter proposed to be assigned, the Advocate shall promptly disclose the same to SECI. Upon such disclosure, the Advocate shall recuse himself/herself and shall not accept or continue with the assignment, clearly stating the reasons for such non-acceptance, at the earliest possible stage.

In the event, Advocate/Law firm does not confirm the above parameters, it will entail SECI to automatic removal of such advocate/law firm from the panel.

### **3. GENERAL DOCUMENTS IN SUPPORT OF ELIGIBILITY**

Following documents are required to be submitted by the Applicant as part of its proposal:

- i. Copy GST Registration, if applicable.
- ii. Self-attested true copy of Certificate of Registration/Enrolment with the Bar Council.
- iii. Self-attested true copy of LLB, LLM, LLD Degree certificates, supporting marksheets, etc.
- iv. Self-attested true copy of other educational qualification certificates, if any.
- v. Self-attested true copy of High School certificate as proof of age.
- vi. Self-attested true copy of Identity card issued by Bar Association/ Bar Council.
- vii. Self-attested true copies of empanelment letters with other Organizations, if any.
- viii. Self-attested true copies of membership certificates of Bar Associations, if any.
- ix. Self-attested true copies of relevant experience certificates, as applicable.
- x. Self-attested true copies of vakalatnamas/ Certified copies of the vakalatnamas executed in relevant matters.
- xi. Self-attested true copies of reported judgments, if any.
- xii. Self-attested true copies of articles published in various journals, books, and e-books along with other relevant details. *Further, it is clarified that such articles must have been authored by the Partners of the Law Firm.*
- xiii. In cases of law firms having separate teams for litigation and corporate work (involving drafting of PSAs and PPAs), the relevant documents of the partners corresponding to the area of specialization for which empanelment is sought.
- xiv. Details of office Infrastructure, along with documentary proof such as lease deed, rent agreement, sale deed, or gift deed, as applicable.
- xv. Unconditional and unequivocal acceptance of all terms and conditions of empanelment, in the prescribed format.
- xvi. In case of Sole Proprietor, a copy of registration/enrolment certificate issued by the Bar Council, duly certified by the Bar Association.
- xvii. In case of Partnership firm, duly signed and notarized copy of the partnership deed.
- xviii. In case of Limited Liability Partnership (LLP) or Company, self-attested copy of Incorporation certificate issued by Registrar of Companies.
- xix. Audited Financial statements/sheets for last three financial years in Format-IV, as

- applicable.
- xx. Self-certified copy of the latest Curriculum Vitae (CV). In case of a Law Firm, CVs of all Partners corresponding to the area of specialization for which empanelment is sought.
  - xxi. List of private organisations/companies with which the Applicant is empaneled, in Format–VII.
  - xxii. A detailed list of documents to be submitted along with the RfE is provided under Clause 14 of this Section.
  - xxiii. Certificate of Incorporation, Article of Association (AoA) and Memorandum of Association (MoA), if applicable.
  - xxiv. Any other relevant information or documents, as deemed necessary by the Applicant.

**4. VALIDITY OF THE RESPONSE TO RFE DOCUMENT/ BID VALIDITY**

The Applicants (Advocates/Law Firms) shall submit the response to this RfE Document, which shall remain valid up to **“one hundred and eighty (180) days”** from the date of opening of bids under this RfE (“Bid Validity”). SECI reserves the right to reject any response to this RfE which does not meet the validity requirement. SECI may solicit the Applicant’s consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

**5. NON-TRANSFERABLE BID**

Neither the Contract nor any rights granted under the Contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the Advocate/Law Firm, and any such attempted sale, lease, assignment, or otherwise transfer shall be void and of no effect. The Advocate/Law Firm shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Advocate/Law Firm under the contract.

**6. DEVIATIONS**

The Advocate/Law Firm shall carefully read, examine, and fully understand all the terms and conditions, specifications, and requirements contained in the original Request for Empanelment (RfE) documents. Any observations or clarifications, if any, shall be specifically indicated in the forwarding letter submitted along with the application/bid. The Advocate/Law Firm is advised not to make any corrections, additions, or alterations in the submitted application/bid documents. Non-compliance with this requirement shall render the application/bid liable to rejection.

**7. DEADLINE FOR SUBMISSION OF BID/APPLICATION**

The bid duly filled must be received by SECI at the address specified not later than the date and time mentioned in the “Bid Information Sheet”. Bid received later than the deadline prescribed for submission by SECI will be summarily rejected.

**8. WITHDRAWAL OF BID**

No bid can be withdrawn after the bid opening and during bid validity period. Submission of a bid by an Advocate/Law Firm implies that Advocate/Law Firm has read all the RfE

documents including amendments, if any.

**9. CLARIFICATION OF THE BID**

To assist the examination, evaluation and comparison of the tenders, SECI may, at its discretion, ask the Advocate/Law Firm for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the RfE shall be either sought or permitted. Above clarification and their response shall form part of the RfE and shall be binding on the Advocate/Law Firm.

**10. EXAMINATION OF THE BIDS**

SECI shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditions or reservation. If a bid is not substantially responsive, it shall be rejected by SECI. However, SECI may seek clarifications to ascertain the actual facts & technicalities. In case of bids containing any conditions or deviations or reservations about contents of RfE document, SECI may ask for withdrawal of such conditions/ deviations/ reservations. If the Advocate/Law Firm does not withdraw such conditions/ deviations/ reservations, the bid shall be treated as non-responsive. SECI's decision regarding responsiveness or non-responsiveness of bid shall be final and binding.

**11. CANVASSING**

No Advocate/Law Firm is permitted to canvass SECI on any matter relating to this RfE. Any Advocate/Law Firm found doing so may be disqualified and his bid may be rejected.

**12. RIGHT TO ACCEPT ANY BID OR REJECT ALL BIDS**

- i. SECI reserves the right to accept, split, divide, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected Advocate/Law Firm or any obligation to inform affected Advocate/Law Firm, the grounds of such action. If the Advocate/Law Firm, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, SECI shall deem such bid as invalid.

**ii. REJECTION CRITERIA:**

Notwithstanding anything contained hereinabove, SECI reserves the absolute right to summarily reject any application/bid, in whole or in part, without assigning any reason whatsoever, and no claim, representation, or dispute in this regard shall be entertained by SECI.

Without prejudice to the generality of the foregoing, the grounds for rejection shall include, but shall not be limited to, the following:

- a. Non-fulfilment of the Qualifying Requirements, including General Eligibility Criteria, Technical Eligibility Criteria, and Financial Eligibility Criteria;

- b. Any deviation from or non-compliance with the provisions of the RfE document;
- c. Non-compliance with the prescribed Duration of Empanelment and/or Period of Contract;
- d. Non-compliance with the prescribed Bid Validity Period;
- e. Non-adherence to applicable laws, rules, regulations, or statutory requirements;
- f. Non-submission of prescribed formats or submission of formats not duly completed;
- g. Non-submission or incomplete submission of requisite documents and/or information;
- h. Submission of an incomplete bid/application in any respect;
- i. Submission of the bid/application after the stipulated last date and time as specified in the RfE document;
- j. Non-compliance with any other condition or provision of the RfE document, where such non-compliance is expressly stated to result in rejection of the bid/application.

### **13. ISSUANCE OF NOTIFICATION OF EMPANELMENT AND SIGNING OF EMPANELMENT AGREEMENT (EA)**

- 13.1. Prior to expiry of the Period of Bid Validity, SECI shall notify the Successful Applicant (Advocate/Law Firm), in writing, of the acceptance of its bid by issuing a ‘Notification of Empanelment (NoE)’. Such notification shall be communicated through e-mail and/or courier and/or registered post.
- 13.2. The period of empanelment shall commence from the date intimated by SECI through the ‘Notification of Empanelment (NoE)’ or the ‘Empanelment Agreement (EA)’, as applicable. The signing of the Empanelment Agreement (EA) shall constitute the formation of a binding contract between SECI and the empaneled Advocate/Law Firm.
- 13.3. The Successful Applicant shall acknowledge the NoE issued by SECI and shall return the signed and stamped duplicate copy of NoE within 7 days from the date of issuance of NoE. SECI shall sign the EA with the Successful Applicant within 30 days from the date of issuance of NoE.
- 13.4. The Successful Applicant shall be required to execute the EA with SECI on a “non-judicial stamp paper” of appropriate value (cost of the 'stamp-paper' shall be borne by the Successful Applicant).
- 13.5. In case the Successful Applicant fails to acknowledge the acceptance of NoE or EA as mentioned above, same will be treated as a case of non-responsiveness & default and SECI may take suitable action as deemed necessary.

### **14. DOCUMENTS COMPRISING THE BID**

The Applicant shall submit the RfE/Bid Proposal in **online mode on ISN-ETS portal**. The bid shall comprise the following documents and prescribed file attachments, as required under the provisions of this RfE, forming part of the Bid Envelope.

- i. ‘Covering Letter’ on Applicant's Letterhead (in Original) clearly specifying the

- enclosed contents, as per Format I.
- ii. General particulars of the Applicant as per Format II.
  - iii. No Deviation Confirmation as per Format III.
  - iv. Format for Turnover for the last 03 (Three) financial years as per Format IV.
  - v. Format for Acceptance of SOR and Payment Terms as per Format V.
  - vi. Application for Empanelment as per Format VI.
  - vii. Copy of PAN registration.
  - viii. Certificate of Incorporation, Article of Association (AoA) and Memorandum of Association (MoA), if applicable.
  - ix. Duly attested documents in accordance with the 'Qualifying Requirements (QR)' establishing the qualification.

**The Bidder will have to fill in the Electronic Form provided at the ISN-ETS portal as part of Bid/proposal.**

#### **15. CLARIFICATIONS/ENQUIRES/ AMENDMENTS**

Clarifications, if any, on RfE Document may be sought from SECI at the address mentioned in the Bid Information Sheet not later than 20 days after publication of RfE Document & same may be sought during through e-mail/Letters.

Classification/Amendments, if any, will be uploaded to the website of SECI ([www.seci.co.in](http://www.seci.co.in)) and/or ISN-ETS portal for information of all concerned. The format for submission of clarifications is available on the portal. Applicants are requested to remain updated with the website.

SECI will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI's response will be uploaded in the ISN-ETS portal <https://www.bharatelectronicstender.com>. If necessary, amendments, clarifications, and elaborations shall be issued by SECI which will be notified on SECI's ISN-ETS portal. No separate reply/ intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the RfE documents, the Bidders shall be provided a period of at least 7 days therefrom, for submission of bids.

A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).

#### **16. RIGHT TO REJECT**

SECI reserves the right to reject any or all of the responses to RfE Document or cancel the RfE without assigning any reasons whatsoever and without any liability.

#### **17. CANCELLATION OF CONTRACT/EMPANELMENT**

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

- i) The Applicant has made misleading or false representations in the forms, statements, and attachments submitted as proof of the eligibility requirements.
- ii) The selected Applicant commits a breach of any of the terms and conditions of the bid/contract.
- iii) The Applicant goes into liquidation voluntarily or otherwise during the execution of contract.
- iv) The Applicant is in breach of duty imposed as per provisions of Clause 2 of Section II.
- v) The progress regarding the execution of the contract made by the selected Applicant is found to be unsatisfactory.
- vi) After empanelment, if the performance of the selected Applicant is found to be unsatisfactory to the sole satisfaction of SECI, SECI shall reserve the right, without prejudice to any other rights available to it, to continue the legal matter either with the same Advocate/Law Firm or to assign and entrust the matter to any other Advocate/Law Firm. This right shall be exercisable notwithstanding termination or cancellation of the contract, for any reason whatsoever.

**18. IMPORTANT NOTES**

- i. Wherever information has been sought in specified formats, the Applicant shall fill in the details as per the prescribed formats and shall refrain from any deviations and refer to any other document for providing any information required in the prescribed format.
- ii. If the Applicant conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfE Document, in any manner whatsoever, SECI reserves the right to reject such response to RfE Document and/or cancel the Notification of Empanelment (NoE) or Empanelment Agreement (EA), if issued. Applicants shall be solely responsible for disqualification based on their declaration in the submission of response to RfE Document.
- iii. Applicants shall be liable to be disqualified at any stage of the bidding process if any information, document, or declaration furnished by them is found to be false, incorrect, misleading, or suppressed. The decision of SECI in this regard shall be final and binding on the Applicants.
- iv. The Applicant shall, with its own responsibility and cost, obtain and satisfy itself with respect to all information relevant to the bidding process. The Applicant shall carefully read, examine, and fully understand all obligations, responsibilities, and liabilities specified in the RfE documents.
- v. SECI may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- vi. Applicant shall mention the name of the contact person and complete address of the Applicant in the covering letter.
- vii. Response to RfE Documents that are incomplete, which do not substantially meet the requirements prescribed in this RfE Document, will be liable for rejection by SECI.
- viii. Applicants delaying in submission of additional information or clarifications sought will be liable for rejection.
- ix. Non submission and/or submission of incomplete data/ information required under the

provisions of RfE Document shall not be construed as waiver on the part of SECI of the obligation of the Applicant to furnish the said data/information unless the waiver is in writing.

- x. SECI reserves the right to make any changes in the terms and conditions of the RfE prior to bid submission deadline.
- xi. SECI will not be obliged to meet and have discussions with any Advocate/Law Firm, and/or to listen to any representations.
- xii. The Applicant shall not make any addition or alteration to the bidding documents. The requisite details should be filled in by the Applicant wherever required in the documents. An incomplete bid or bid not submitted as per instructions is liable to be rejected.

**19. ZERO DEVIATION**

This is a Zero Deviation Process. The Applicant shall ensure strict compliance with all provisions of the RfE Document and submit its Proposal accordingly. Any bid proposal containing deviations, qualifications, or conditions inconsistent with the RfE Document shall be liable to rejection.

## ANNEXURE-I

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

#### **A. Definitions:**

A.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 benefits may be obtained or an obligation avoided.

A.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 in order to influence a selection process or during execution of contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the SECI of the benefits of free and open competition.

A.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.

A.5 “Vendor/Supplier/Consultant/ Bidder (Advocate/Law Firm)” is herein after referred to as “Agency”

A.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.

A.7 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

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

A.8“Investigating Agency” shall mean any department or unit of SECI investigating into the conduct of Agency/ party and shall include the Vigilance Department of the SECI, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

**B.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 SECI for a period specified in para B 2.2 below from the date of issue of banning order.

**B.2 Irregularities noticed after award of contract**

**(i) 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 SECI for a period specified in para B 2.2 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 the project handling Division to which the case pertains to in SECI 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 (if submitted) submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the Bidder on account of work already executed by him shall be payable to the Bidder and this amount shall be subject to adjustment against any amounts due from the Bidder under the terms of the contract.

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

**(ii) 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 SECI for a period specified in para B 2.2 below from the date of issue of banning order.

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

**(iii)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 SECI for a period specified in para B 2.2 below from the date of issue of banning order.

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

**B.2.2 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 SECI 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 Bidder is a threat to the National Security, the banning shall be for indefinite period.

**C. Effect of banning on other ongoing contracts/ tenders**

C.1 If an agency is banned , such agency shall not be considered in ongoing tenders/ future tenders.

C.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 incidental to original scope mentioned in the contract.

C.3 If an agency is banned during tendering and irregularity is found in the case under process:

C.3.1 after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.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.

C.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/ mis-appropriation 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.

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

### **D.1 Initiation of Suspension**

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

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

### **D.2 Suspension Procedure:**

D.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.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.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 approval for banning.

### **D.3 Effect of Suspension of business:**

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

D.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry/ bid/ tender but before opening of Technical bid/proposal, the bid submitted by the agency shall be ignored.

D.3.2.2 After opening Technical bid/proposal but before opening the Price bid (if applicable), the Price bid (if applicable) of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.

D.3.3 The existing contract(s)/ order(s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

# **SECTION-III**

# **QUALIFYING REQUIREMENTS**

Qualification of the Applicant(s) shall be determined based on compliance with the minimum eligibility criteria specified herein with respect to the Applicant’s General Standards and Financial Eligibility, as demonstrated through the information and documents submitted by the Applicant in the corresponding Bid document.

**1. GENERAL ELIGIBILITY CRITERIA**

- i. Limited Liability Partnerships (LLP), Partnerships Firms are allowed to participate in the bidding process.
- ii. The Advocate(s) carrying out practice as a sole proprietorship either registered or otherwise are allowed to participate in the bidding process.
- iii. NGOs, Charitable Trusts, and Educational Societies are not allowed to participate in the bidding process (either individually or in a Joint Venture/ Consortium).
- iv. Bids by Consortium/ JV are not allowed for participation under this RfE.
- v. The Applicant (Advocate/Law Firm) shall not be under a declaration of ineligibility by SECI for Corrupt/ Fraudulent/ Collusive/Coercive practices, as defined under the bidding document.
- vi. The Applicant should not have been debarred/banned/suspended by the Government of India/ any State Government/ Government Agency/ High Court Supreme Court/ District Court from empanelment due to “poor performance” or “corrupt and fraudulent practices” or any other reason in the past 03 (three) years.
- vii. It shall be the sole responsibility of the Applicant to inform SECI in case the Applicant is debarred from bidding by any Government Ministry. Concealment of the facts shall be tantamount to misrepresentation of facts and shall lead to action against such Applicant.
- viii. The Applicant should not be under any court receivership liquidation or similar proceedings on the due date of submission of the bid.
- ix. In case there is any change in the status of the declaration prior to award of the contract, the same has to be promptly informed by the Applicant to SECI.

**2. TECHNICAL ELIGIBILITY CRITERIA**

- i. The Advocates/Law Firms should have the following years of professional experience to qualify under each category.

S. No.	Years of Professional experience/ Establishment	Category
1	More than 15 years	A
2	More than 10 years but less than and including 15 years	B
3	More than 5 Years but less than and including 10 years	C

- ii. The Applicant should further have experience in following areas of specialization for the empanelment in SECI. **Applicants will be considered for a maximum of three of the below-mentioned areas:**

S. No.	Area of Specialization/Panel
1	Power Sector Laws and Regulatory
2	Arbitrations
3	Contractual matters
4	Civil Matters (including land, property etc.)
5	Service and Labor matters

- iii. Document Required: Proof of documentation conforming professional experience details/educational qualification certificate/ bar council registration/ experience certificate/ vakalatnama/ copies of reported judgments/ copies of articles, etc.

### 3. FINANCIAL ELIGIBILITY CRITERIA

3.1. The Applicant (Advocate/ Lawyer/ Law Firm) shall meet the following financial eligibility requirements:

- i. The Minimum Average Annual Turnover (MAAT) of the Applicant in the last three financial years (i.e., FY 2025-26, 2024-25 and 2023-24) should be at least **INR 42.15 Lakh (Indian Rupees Forty-Five Lakh Fifteen Thousand Only)**.

*MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g., the sale of fixed assets.* A summarized sheet of average turnover of the Applicant, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts. In case of RfE having the submission deadline up to 30<sup>th</sup> September of the relevant financial year and audited financial results of immediate 03 (three) preceding financial years being not available, the Applicant has the option to submit the audited financial results for three years immediately prior to relevant financial year (i.e., FY 2025-26, 2024-25 and 2023-24). In case the bid submission deadline is after 30<sup>th</sup> September of the relevant financial year, Applicant shall compulsorily submit the audited financial results of immediately preceding three financial years.

Financial data for latest last three audited financial years has to be submitted by the Applicant in the attached Format Forms & Formats of the RfE document along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature.

**AND**

- ii. The net worth for the last financial year should be positive. The “Net Worth” of the Applicant shall be calculated as per Companies Act 2013.

3.2. SECI may, at its discretion, seek clarifications from the Applicants to ascertain the correctness and authenticity of the facts and documents submitted. Such clarifications shall not be construed as permitting any modification, supplementation, or relaxation of the stipulated criteria.

Applicants not meeting the qualifying requirements as per the above Clauses shall be rejected and shall not be considered for further evaluation.

3.3. Wherever applicable, audited accounts for FY 2025-26 will be required to be submitted to meet the qualification requirements. In case the audited annual accounts of FY 2025-26 are not available, then audited annual accounts of FY 2024-25 may be submitted instead. In such case, the submission of documents against MAAT demonstration shall also include audited financials for FY 2022-23.

**4. PROCEDURE OF EMPANELMENT of ADVOCATES/LAW FIRMS**

i. All applications/bids/proposals in response to the RfE floated by SECI shall be scrutinized and placed under any one of the following categories on the basis of years of professional experience (post-enrolment with State Bar Council)/establishment:

S. No.	Years of Professional experience/ Establishment	Category
1	More than 15 years	A
2	More than 10 years but less than and including 15 years	B
3	More than 5 Years but less than and including 10 years	C

ii. All applications/bids/proposals received by Advocates/Law Firms (hereinafter the ‘Applicants’) shall be further categorized into the following areas of specialization based on details submitted in the application for empanelment:

S. No.	Area of Specialization/Panel
1	Power Sector Laws and Regulatory
2	Arbitrations
3	Contractual matters
4	Civil Matters (including land, property, etc.)
5	Service and Labor matters

iii. The maximum number of Advocates **and** Law Firms to be empaneled by SECI under this RfE is envisaged to be 16 (Sixteen). The decision of SECI on the final number of advocates/Law firms to be empaneled under this RfE shall be final and binding to all the Advocates/Law Firms.

iv. A panel of Advocates/Law Firms shall be maintained by SECI. Subsequent to evaluation of applications, the final matrix of empaneled Advocates/Law Firms shall be decided, based on the qualifications/competence.

- v. Once the Applicants are placed in their respective category (as per clause 4.i above), the applications shall further be scrutinized under the respective category, on the basis of following parameters set out for shortlisting of applicants.
- vi. The Criteria for evaluating Applicants under Category A is summarized as below:  
The Advocate/Law Firm applying under Category A shall be required to secure a minimum of sixty-five percent (65%) marks in order to be shortlisted for personal interaction.

<b>S. No.</b>	<b>Evaluation Criteria</b>	<b>Maximum Points</b>
1	<p>Expertise in Legal Arguments:</p> <p>(a) Power Sector and Regulatory Laws (b) Arbitration Law (c) Contractual Matters (d) Civil matters (including land property etc) (e) Service &amp; Labour Matters</p> <ul style="list-style-type: none"> <li>Applicants will be allowed to apply for a maximum of 3 areas from the above areas</li> <li>Relevant Orders bearing name of the Applicant to be produced as proof of the above</li> </ul> <p>One mark shall be awarded for submission of up to eight relevant orders.</p>	15
2	<p>Expertise in Legal Drafting:</p> <p>(a) Power Sector and Regulatory Laws (b) Arbitration Law (c) Contractual Matters (d) Civil matters (including land property etc) (e) Service &amp; Labour Matters.</p> <ul style="list-style-type: none"> <li>Applicants will be allowed to apply for a maximum of 3 areas from the above areas</li> <li>Relevant experience certificates/ vakalatnama bearing name of the Applicant to be produced as proof of the above.</li> </ul> <p>One mark shall be awarded for submission of up to eight relevant vakalatnamas.</p>	10
3	<p>Reported Judgments of SC/HC in relevant areas of expertise</p> <ul style="list-style-type: none"> <li>Supreme Court – 2 marks each</li> <li>High Court – 1 mark each</li> </ul>	10
4	<p>On number of panels (Within 3 years preceding the last date of submission of response to EoI) of CPSE/ Public Sector Banks /Public Insurance Companies/ Central Government Panel/ Standing Counsel</p>	07

	<ul style="list-style-type: none"> <li>• Panel of PSU – 1 mark each</li> <li>• Panel of Banks and Insurance company – 1 mark each</li> <li>• Panel of Central Government/Standing Counsel – 1 mark each</li> </ul>	
5	Advocate having articles/research papers in Reputed Journals and Books including e-Books and e-journals 1 mark for each article/research paper	08
<b>Total</b>		<b>50</b>

- vii. The Criteria for evaluating Applicants under Category B and C is summarized as below:  
The Advocate/Law Firm applying under Category B and Category C shall be required to secure a minimum of sixty-five percent (65%) marks in order to be shortlisted for personal interaction.

S. No.	Evaluation Criteria	Maximum Points
1	Educational Qualifications LLM – 2 marks	02
2	Expertise in Legal Arguments: (a) Power Sector and Regulatory Laws (b) Arbitration Law (c) Contractual Matters (d) Civil matters (including land property etc) (e) Service & Labour Matters <ul style="list-style-type: none"> <li>• Applicants will be allowed to apply for a maximum of 3 areas from the above areas</li> <li>• Relevant Orders bearing name of the Applicant to be produced as proof of the above</li> </ul> One mark shall be awarded for submission of up to eight relevant orders.	15
3	Expertise in Legal Drafting: (a) Power Sector and Regulatory Laws (b) Arbitration Law (c) Contractual Matters (d) Civil matters (including land property etc) (e) Service & Labour Matters.           Applicants will be allowed to apply for a maximum of 3 areas from the above areas <ul style="list-style-type: none"> <li>• 1st area of expertise to be indicated along with relevant work experience within 5 years preceding the last date of submission of response to EoI</li> <li>• 2nd area to be indicated along with relevant work</li> </ul>	11

	<p>experience Within 3 years preceding the last date of submission of response to EoI</p> <ul style="list-style-type: none"> <li>• 3rd area to be indicated along with relevant work experience Within 2 years preceding the last date of submission of response to EoI</li> <li>• Relevant experience certificates /vakalatnama bearing name of the Applicant to be produced as proof of the above.</li> </ul> <p>One mark shall be awarded for submission of up to eight relevant vakalatnamas.</p>	
4	<p>Reported Judgments of SC/HC in relevant areas of expertise</p> <ul style="list-style-type: none"> <li>• Supreme Court – 2 marks each</li> <li>• High Court – 1 mark each</li> </ul>	10
5	<p>On number of panels (Within 3 years preceding the last date of submission of response to EoI) of CPSE/ Public Sector Banks /Public Insurance Companies/ Central Government Panel/ Standing Counsel</p> <ul style="list-style-type: none"> <li>• Panel of PSU – 1 mark each</li> <li>• Panel of Banks and Insurance company – 1 mark each</li> <li>• Panel of Central Government/Standing Counsel – 1 mark each</li> </ul>	05
6	<p>Advocate having articles/research papers in Reputed Journals and Books including e-Books and e-journals 1 mark for each article/research paper</p>	07
	<b>Total</b>	<b>50</b>

**Note:**

- I. In case of Law Firms, the above criteria should be met by the Partners or one of the Partners of the Law Firm pertaining to the area of specialisation. It is clarified that the relevant professional experience is to be of the partner of the firm.
- II. Reputed Journals comprise UGC approved Journals and International Journals, and Books.

viii. **Personal Interaction Stage**

Applicants securing a minimum of sixty-five percent (65%) marks in the respective evaluation categories (i.e. Category A, B and C) as per Clauses 4.vi and vii above, shall be shortlisted and invited for personal interaction with SECI. The maximum score that may be awarded to any single Applicant in the personal interaction stage shall be thirty (30) points.

Such personal interactions will be conducted by a committee to assess and establish

various dynamic factors including domain expertise, experience, cases handled, brand value (in case of firms), credibility, availability during SECI meetings etc.

ix. **Shortlisting for Empanelment**

- a. Subsequent to carrying out the evaluation as above, the applicants will be listed separately for each Category, based on the descending order of the points accorded to them under the respective Category.
- b. Under each Category, for each Applicant shortlisted for the Personal Interaction Stage, the marks obtained in the Qualification Criteria Stage (50 marks) and the Personal Interaction Stage (30 marks) shall be aggregated subsequent to the Personal Interaction. Applicants securing a cumulative 65% after the personal interaction (i.e. a cumulative score of fifty-two (52) points or more, out of a maximum of eighty (80) points), shall be considered eligible for empanelment with SECI.
- c. The empanelment shall be carried out based on the descending order of points given to the applicants after the shortlisting process carried out at Clause ix. above.
- d. It may be noted that merely securing the minimum qualifying marks i.e. 52 marks out of 80 marks, as per the criteria in above does not guarantee the empanelment of the Applicant under the subject RfE. The decision of SECI on the final number of advocates/Law firms to be empanelled under the subject RfE shall be final and binding to all the Advocates/Law Firms.

x. **Methodology of selection in case of a tie in scores between Candidates**

Following methodology shall be followed in case of a tie of scores between Applicants while selecting the advocates/Law Firms in all the categories (Category A, B, and C).

- a) In case a sufficient number of slots are available for selection from a particular category, all applicants with tied scores shall be selected for that category.

*Illustration:* If in the power sector area, SECI requires 03 (three) Category B Advocates and three Advocates/Law Firms have been shortlisted with tied scores, then all three advocates/Law Firms shall be selected.

- b) In case the number of slots available is less than the number of applicants with tied scores, then the Applicant shall be selected based on the maximum weighted criteria of the Selection Procedure (for all three Categories). In case of more than one criterion with the same weightage, the candidates shall be evaluated on the sum of such criteria to select the successful candidate.

*Illustration:* If there is a tie between Advocate XYZ and Advocate DEF, both from Category B, the Selection Procedure under Category B shall be referred to as the

maximum weighted criteria. As per the Selection Procedure of Category B, the maximum weightage given to Point (2): Expertise in Legal Arguments is 15/50 marks. If XYZ secures 10/15 and DEF secures 13/15 in this criterion, the candidate DEF shall be selected.

- c) In case of a further tie after following the procedure as per Sl. b) above, preference shall be given to the applicant with higher number of years of experience. In case of tie in this case too, selection of applicant will be carried out through a draw of lots.
  
- xi. SECI shall issue the Notification of Empanelment (NoE) to the Successful Applicant (Advocate/Law Firm) whose proposal has been determined to be substantially responsive.
  
- xii. At any step during the selection of a Successful Applicant, SECI reserves the right to increase/decrease the number of Advocates/Law Firms to be empaneled under the respective category and specialization based on SECI's requirement. The decision of SECI on the final number of advocates/Law firms to be empaneled under this RfE shall be final and binding to all the Advocates/Law Firms.
  
- xiii. The Notification of Empanelment (NoE) shall be issued to the Successful Applicant selected as per the provisions and the Empanelment Agreement (EA) shall be signed subsequently.

# **SECTION-IV**

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

## 1. SCHEDULE OF RATES AND PAYMENT TERMS

- a) Payment to the empanelled Advocate/Law Firm shall be made strictly in accordance with the Schedule of Rates (SoR) and the terms and conditions specified in **Annexure–A** of this Request for Empanelment (RfE). The Schedule of Rates shall be firm and binding with no escalations whatsoever.
- b) The Advocate/Law Firm shall submit the invoice within 15 days of the hearing in the matter. In case of batch matters, invoices shall be submitted separately, along with supporting documents, to SECI for the services for which the invoice is raised for payment.
- c) Subject to due completion of all contractual obligations, final verification, certification (where applicable), and SECI’s satisfaction, payment shall be released to the bank account of the empanelled Advocate/Law Firm within **thirty (30) days** from the date of receipt of the invoice/bill, duly completed in all respects.
- d) All payments shall be made by SECI through **electronic banking (e-banking)** only. The empanelled Advocate/Law Firm shall submit a duly pre-receipted invoice on appropriate revenue stamp. Payment shall be made in **Indian Rupees only**, and the invoice shall be raised in favour of “**Solar Energy Corporation of India Limited.**”
- e) In the case of an empanelled Law Firm constituted as a **Limited Liability Partnership (LLP)** or a **Partnership Firm**, payment shall be made to the bank account of the LLP or the Partnership Firm, as applicable.
- f) **Taxes and Deductions:**  
All payments shall be subject to deduction of **Tax Deducted at Source (TDS)** and any other statutory levies as applicable under the prevailing laws. SECI shall issue the requisite TDS certificates within the prescribed timelines.
- g) **GST Compliance:**  
Goods and Services Tax (GST), if applicable, shall be paid in accordance with the provisions of the GST laws, subject to submission of a valid GST-compliant tax invoice. The empanelled Advocate/Law Firm shall ensure timely and correct filing of GST returns to enable SECI to avail eligible input tax credit, wherever applicable.
- h) **Invoice Scrutiny and Disputes:**  
In the event of any discrepancy, deficiency, or clarification required in the submitted invoice, SECI shall notify the empanelled Advocate/Law Firm, and the payment timeline shall recommence from the date of receipt of a corrected and complete invoice. SECI shall not be liable for any delay arising due to such deficiencies.

**i) No Interest on Delayed Payments:**

No interest or penalty shall be payable by SECI on account of any delay in payment arising due to administrative reasons, verification processes, non-submission of requisite documents, or compliance-related issues.

**j) Finality of SECI's Decision:**

SECI's decision with respect to verification, admissibility, and release of payments under this Contract shall be final and binding, subject to the terms of the Contract and applicable law.

**NOTE:**

- i. Payment will be released only on submission & verification of Invoice/Bill duly completed in all respect, certified by the project Indenting/Handling Division to which the case pertains to in SECI and no advance payment shall be made.
- ii. Payment will be released through RTGS/NEFT/IMPS in the name of empanelled Advocate/Law Firm after statutory deductions (if any).

**2. AGREEMENT PERIOD/ EMPANELMENT TENURE/TERM**

The empanelment of the Advocate/Law Firm shall be for a period of two (2) years, which may be extended for an additional period of one (1) year on the original terms and conditions at the sole discretion of SECI. Empaneled Advocates/Law Firms may also participate in subsequent rounds of empanelment conducted by SECI.

**3. ACCEPTANCE**

SECI shall have the right to reject the services offered by the empanelled Advocates/Law Firms in whole or in part if the Advocate/Law Firm does not conform to the requirements of this Empanelment Agreement. SECI shall be entitled to cancel the Empanelment Agreement and execute the nearest equivalent services elsewhere. Cancellation of the Empanelment Agreement under this condition shall not affect any other rights SECI may have.

**4. INDEMNITY CLAUSE**

SECI stands indemnified from any claims raised by Associates/employees/staff of the Advocate/Law Firm relating to fees of any kind including but not limited to payment for professional fees or any services or claims relating to statutory dues. All such claims and dues shall be the sole responsibility of the Advocate/Law Firm. SECI also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the Associates/staff/employee of the Advocate/Law Firm while discharging their duty towards performance of services.

**5. LIMITATION OF LIABILITY**

Except in case of gross negligence, wilful misconduct, or breach of Applicable Laws on the part of the Advocate/Law Firm or on the part of any person acting on behalf of the Advocate/Law Firm in carrying out the Services, the Advocate/Law Firm, with respect to

damage or loss caused by the Advocate/Law Firm to SECI, shall not be liable to SECI:

- a) For any indirect or consequential loss or damage; and
- b) For any direct loss or damage that exceeds the total payments payable under the contract to the Advocate/Law Firm hereunder

Neither SECI nor the Advocate/law Firm(s) shall be liable to each other for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the contract unless specifically mentioned in this document.

**6. LANGUAGE**

All documents, statements, instructions, catalogues, brochures, notices, and all other communications pertaining to this document shall be in the English language.

**7. TERMINATION CLAUSE**

SECI may, at any time, on breach of the terms and conditions of this RfE by the Empaneled Advocate/Law Firm, give the Advocate/Law Firm a written notice of the such breach. If the Applicants does not commence appropriate measure within a period of 15 (Fifteen) days after issuance of such notice to remedy that breach, then SECI may terminate this Empanelment/EA at any time thereafter stating therein the date & reason of termination.

SECI reserves the right to take back the brief at any time by giving a notice of 15 (Fifteen) Days without assigning any reason. The Advocate/Law Firm shall cease providing the legal services from the date of termination and hand over all the documents, to SECI. No consequential damages shall be payable by SECI to the Advocate/law Firms in the event of such termination.

**8. NON-DISCLOSURE**

The empaneled Advocate/Law Firm shall safeguard and keep the Confidential Information of SECI in confidence. The Advocate/Law Firm shall not, without the prior written consent of SECI, disclose Confidential Information to any person or entity except to Advocate/Law Firm’s employees, associates, lawyers, paralegal staff who have a need to know such Confidential Information for the Purpose of providing legal services and who are bound by the confidentiality obligations. The Advocate/Law Firm shall ensure that each of such employees, associates, lawyers, and paralegal staff are made aware of the nature of confidential information and shall always remain liable for the wrongful disclosure by such people.

**9. MUTUAL CONSULTATION**

If any dispute of any kind whatsoever shall arise between SECI and the Applicant 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 Contract, whether during the currency of the Contract 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.

## **10. ARBITRATION**

### **a) Settlement of Dispute**

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

### **b) In Case the Contractor is a Public Sector Enterprise or a Government Department**

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

### **c) In all Other Cases**

- i. In all other cases, any dispute submitted by a party to Arbitration shall be heard by an Arbitration Panel composed of three Arbitrators, in accordance with the provisions set forth below.
- ii. SECI and the Advocate/Law Firm 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 an institute appointed in mutual consultation of both the parties.
- iii. If one party fails to appoint its Arbitrator within thirty (30) days after the other party has named its Arbitrator, the party which has named an Arbitrator may request the Appointing Authority to appoint the second Arbitrator.

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

## **11. JURISDICTION**

The Empanelment Agreement shall be construed in accordance with and governed by the Laws of India. The Empanelment Agreement shall be deemed to have been conducted in Delhi where it has been signed and all obligations herein under shall be deemed to be located in Delhi and courts at Delhi will have Jurisdiction to the exclusion of all other courts for and on behalf of SECI. In case any dispute or difference shall arise between the parties during the subsistence of the agreement or after its termination or earlier termination, as to its meaning and construction or to any other matter or thing directly or indirectly under the Empanelment Agreement, the same shall be referred to said Jurisdiction.

## **12. SUCCESSFUL BIDDER/APPLICANT INTEGRITY**

The Successful Advocate/Law Firm is responsible for and obliged to perform the legal services allotted to it from time to time in accordance with the Empanelment Agreement

with utmost due and reasonable care.

### **13. INFRASTRUCTURE**

The Advocates/Law Firms are required to maintain proper and adequate infrastructure such as office premises, number of junior advocates, assistants, clerks and fax, mobile phone, fixed phone, internet connection, etc during the period of empanelment.

### **14. RIGHT TO PRIVATE PRACTICE AND RESTRICTIONS**

- a) An Advocate/Law Firm empaneled by SECI shall be entitled to engage in private practice, provided that such practice does not conflict with prejudice, or adversely affect the proper, efficient, and faithful discharge of its duties towards SECI.
- b) An empaneled Advocate/Law Firm shall not, directly or indirectly, appear, advise, accept briefs, or render legal services against SECI before any court, tribunal, authority, forum, or arbitral body, irrespective of whether such Advocate/Law Firm has been engaged by SECI in the concerned matter.
- c) Where the empaneled Advocate is a partner, associate, or member of a Law Firm, the prohibition under this Clause shall extend to the entire Law Firm, and the Law Firm shall not entertain, accept, or continue any matter against SECI in any forum.
- d) Law Firms holding briefs against SECI prior to empanelment shall be eligible to apply for empanelment; however, upon empanelment, all such engagements against SECI shall be discontinued forthwith, and no new matter against SECI shall be accepted during the tenure of empanelment.
- e) The above restriction shall apply irrespective of whether SECI is a principal party or a proforma party and irrespective of whether the relief sought by the opposing party is directly against SECI or against any other party. The Advocate/Law Firm empaneled by SECI would be barred from entertaining any case against SECI arising in any court even if that Advocate/Law Firm has not been specifically engaged by SECI for that matter
- f) An empaneled Advocate/Law Firm shall also refrain from continuing or accepting any private engagement which may reasonably give rise to a conflict of interest with SECI or may result in representation adverse to SECI.
- g) An empaneled Advocate/Law Firm may represent a private developer or third party, provided that no dispute or litigation involving SECI is pending or contemplated at the time of such engagement. In the event such private developer or third party subsequently initiates or becomes involved in any dispute or litigation against SECI, the empaneled Advocate/Law Firm shall immediately withdraw from such engagement and shall not undertake any future representation of such party.

- h) An empaneled advocate shall not appear either directly or indirectly on behalf of his juniors/assistant advocates against SECI in the matter where Advocate/Law Firms are engaged. A law firm/advocate empaneled with SECI is barred from appearing/advising/accepting a brief against SECI.

## **15. DISABLEMENTS**

Disablement on the part of the Advocate shall mean and include any of the following:

- a) Giving false information in the application for empanelment.
- b) Handing over the brief or matter to another Advocate/Law Firm without prior written permission of SECI.
- c) Failing to attend the hearing of the case without sufficient reason and prior information.
- d) Not acting as per SECI's instructions or going against specific instructions.
- e) Not returning the brief when demanded or not allowing or evading to allow its inspection on demand.
- f) Misappropriation of SECI's funds or earmarking, using the same towards his fee without SECI's permission.
- g) Threatening, intimidating or abusing any of SECI's employees, officers, or representatives.
- h) Making any of his associates or juniors appear on behalf of any of the opposite parties in cases/appeals related to SECI's without permission.
- i) Committing an act tantamount to contempt of court or professional misconduct.
- j) Conviction of the Advocate/Law Firm in any offense resulting in arrest or detention or disbarment by the Bar Council.
- k) Passing on information relating to SECI's case on to the opposite parties or their advocate/ Law Firm which is likely to cause damage to SECI's interests.
- l) Giving false or misleading information to SECI relating to the proceedings of the case.
- m) Frequent adjournment being obtained or not objecting to the adjournment moved by the other party without sufficient reason etc.

Empanelment shall be liable to be canceled due to occurring of any of the above disablements.

## **16. COMPROMISE/ CONCESSION ON BEHALF OF SECI**

The empaneled Advocate/Law Firm shall not enter into any compromise or agree to grant any concession or move any statement in Courts to the effect in any matter without prior permission in writing of SECI.

## **17. DEBARMENT OF FIRMS FROM BIDDING**

- a) An Applicant shall be debarred if he has been convicted of an offense-
  - i. Under the Prevention of Corruption Act, 1988: or
  - ii. The Bharatiya Nyaya Sanhita (BNS) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract

- b) An Applicant debarred under sub- section (i) or any successor of the Applicant shall not be eligible to participate in the process of any procuring entity for a period not exceeding Three years Commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such a list which also be displayed on the website of DGS&D as well as Central Public procurement Portal.
- c) A Procuring entity may debar an Applicant or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the Applicant has breached the code of integrity. The Ministry/ Department will maintain such a list which will also be displayed on their website.
- d) The Applicant shall not be debarred unless such Applicant has been given a reasonable opportunity to represent against such debarment.

**18. GENERAL CONDITIONS**

- a) This RfE is not an offer and application for empanelment does not confer any right/assurance whatsoever that they will be empaneled on the panel of SECI.
- b) The Advocate/Law Firm shall read all the terms and conditions set out in this RfE and accept the same without any deviation before applying.
- c) Advocates/Law Firms already empaneled with SECI are required to submit a fresh application under the present RfE to be considered for empanelment.
- d) Mere submission of the Application and fulfilling of qualifying requirements does not guarantee the empanelment of the Applicant.
- e) The Advocate/Law Firm shall be engaged only in matters where SECI is a necessary party. Cases in which SECI is a proforma party pending before various Courts or Tribunals may be handled by the officers of SECI. However, Advocates/Law Firms may be engaged in such proforma matters if SECI, at its sole discretion, deems their engagement necessary.
- f) The size of the panel and the number of Advocates/Law Firms in the panel shall be determined by the Competent Authority from time to time based on the requirement and quantum of work. The volume of work shall be assessed on the basis of the pending cases in the preceding year, and the fresh cases are likely to be added in the succeeding year.
- g) Cases involving similar issues/points of law or otherwise interlinked or clubbed may be entrusted to the same Advocate/Law Firm as far as possible, while care shall be taken to avoid concentration of cases in the hands of one Advocate/a few advocates/law firms.

- h) SECI reserves the right to accept or reject any or all the applications at any stage of the process without assigning any reason thereof and no claim/dispute in this regard shall be entertained.
- i) SECI reserves the right to verify/cross-check the information furnished /submitted by the Advocate/Law Firm.
- j) The empanelment of an Advocate/Law Firm with SECI shall not, by itself, confer any right or entitlement to the award of work or assignment. SECI reserves the sole discretion to assign matters to empaneled Advocates/Law Firms as deemed appropriate.
- k) The empanelment of an Advocate/Law Firm with SECI shall not constitute an appointment or confer any right to appointment. SECI reserves the right to terminate the engagement of any empaneled Advocate/Law Firm at any time, without assigning any reason.
- l) SECI is authorized to empanel any Advocate / Law Firm of its choice, and no right exists for an empaneled Advocate/Law firm to claim that they alone should be entrusted with SECI work.
- m) The Advocate/Law Firm shall agree to accept professional fees, reimbursements, and other charges strictly in accordance with SECI Schedule of Rates (SOR), as amended from time to time.
- n) Empaneled Advocate/Law Firm should not use SECI name, symbol, etc. in their letterhead, signboard, nameplates, pamphlets, etc.; such as ‘Legal advisor to SECI’/ ‘Advocate for SECI’, etc.
- o) The Advocates empaneled under the subject RfE shall not be employees of SECI and therefore, shall not be eligible for any benefits available to employees of SECI
- p) SECI reserves the right to withdraw the brief at any stage of litigation from Advocate/Law firm without assigning any reason thereof. It is obligation of Advocate/Law Firm to hand over complete records to SECI/Authorized Advocate/Law Firm. At no stage, the Advocate/Law Firm may withhold the NoC for transferring the matters out of the Advocate/Law Firm.
- q) Notwithstanding anything contained in the above guidelines for empanelment of Advocate/Law Firm in SECI, Managing Director (MD) SECI may relax, modify or extend any criteria to empanel or panel/de-panel any Advocate/Law Firm or empanel any Advocate/Law Firm on the recommendation of Head of Legal Division.
- r) SECI reserves its right to review the empanelment provisions after six months and any decision taken by SECI will be binding on empaneled Advocate/Law Firm.

- s) If there is a change of advocate for any reason(s) whatsoever including the return of brief, then the new advocate is entitled to pro-rata payment depending upon the stage at which the matter is entrusted to the Advocate/Law Firm.
- t) If after the commencement of the arbitration proceedings, the parties agree to settle the dispute mutually through conciliation or withdraw the arbitration, the advocates would be entitled to a pro-rata percentage of fees till the stage of arbitration. Similarly, wherever the court proceedings allow settlement between the parties and the parties so agree to settle the matter, the Advocates/Law Firms would be entitled to a pro-rata percentage of fees till the stage of the Court proceedings.

**19. DIS-EMPANELMENT**

In the event that SECI assigns a matter to an Advocate/Law Firm and the Advocate/Law Firm declines to appear for the same, SECI shall, upon the first such instance, issue a notice to the Advocate/Law Firm. If the Advocate/Law Firm declines to appear in two (2) separate matters within a period of six (6) months from the first denial, SECI reserves the right to terminate the empanelment of the Advocate/Law Firm.

# **SECTION-V**

## **FORMS & FORMATS**

**COVERING LETTER**

*(To be issued on the Letter Head of the Advocate/Law Firm)*

Date: \_\_\_\_\_  
Reference No: \_\_\_\_\_  
From: \_\_\_\_\_ (Insert name and address of Advocate/ Law Firm)  
Tel.#:  
E-mail address#

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

Sub: Response to RfE Document..... date..... for RfE document for  
..... at SECI.

Dear Sir,

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

1. We give our unconditional acceptance to the RfE Document, dated ..... [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the RfE Document, the same have been initialled by us and enclosed with the response to RfE Document.
2. We have submitted our response strictly as per (Forms & Formats) of this RfE, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the RfE Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
4. **Familiarity with Relevant Indian Laws & Regulations:**  
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfE Document, in the event of our selection as Successful Applicant.

5. We are enclosing herewith our response to the RfE Document with formats duly signed as desired by you in the RfE Document for your consideration.
6. It is confirmed that our response to the RfE Document is consistent with all the requirements of submission as stated in the RfE Document and subsequent communications from SECI.
7. The information submitted in our response to the RfE 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 RfE Document.
8. We hereby declare that we have not been debarred/blacklisted by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
9. We confirm that all the terms and conditions of our RfE/Bid are valid for acceptance for a period of one hundred eighty (180) days from the date of opening of RfE.

10. Contact Person

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

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

**GENERAL PARTICULARS OF THE ADVOCATE/LAW FIRM**

*(To be issued on the Letter Head of the Advocate/Law Firm)*

Name of the Advocate/Law Firm	
Registered Office Address	
Address of the Advocate/Law Firm	
e-mail	
Website	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., e-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Has the Applicant/Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work.	
Bank Details (Name, Account No., IFSC Code)	
PAN No.	
Whether the Advocate/Law Firm is having any conflict of interest from participating in the proposed empanelment	<b>Yes</b> <b>No</b>
GST ID (Proof to be submitted – GST No. acknowledgment OR e-mail from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

**"NO DEVIATION" CONFIRMATION**

*(To be issued on the Letter Head of the Advocate/Law Firm)*

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

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

From: \_\_\_\_\_ *(Insert name and address of Applicant)*

\_\_\_\_\_

Tel. #:

E-mail address:

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

**Sub:** Response to RfE No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

**Dear Sir,**

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

Place:

[Signature of Authorized Signatory of Applicant]

Date:

Name:

Designation:

Seal:

**FORMAT FOR FINANCIAL REQUIREMENT**  
*(To be issued on the Letter Head of the Advocate/Law Firm)*

Ref. No. \_\_\_\_\_ Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Applicant)*

Tel.#:

E-mail address:

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

**Sub:** Response to RfE No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We certify that the Applicant is meeting the financial eligibility requirements as per the provisions of the RfE. Accordingly, the Applicant is fulfilling the Minimum Average Annual Turnover (MAAT) criteria, by demonstrating a MAAT of INR ..... Cr. (..... in words) in the last three financial years.

This MAAT has been calculated in accordance with instructions provided in Clause 3 of Section III of the RfE. For the above calculations, we have considered the MAAT as per following details:

<b>Name of Bidding Company</b>	<b>Financial Year</b>	<b>Annual Turnover (INR)</b>
	FY 25-26	
	FY 24-23	
	FY 23-22	
<b>Minimum Average Annual Turnover</b>		

**(Signature & Name of the Authorized Signatory)**

**(Signature and Stamp of CA)**

**Name of CA:**

**Membership No.**

**Regn. No. of the CA's Firm:**

**UDIN:**

**Date:**

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Minimum Average Annual Turnover duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

**FORMAT FOR ACCEPTANCE OF SOR AND PAYMENT TERMS**

*(To be issued on the Letter Head of the Advocate/Law Firm)*

Ref. No. \_\_\_\_\_ Date: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Advocate/Law Firm)

\_\_\_\_\_

Tel.#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

**To**

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

Sub: Response to RfE No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/Madam,

I/We hereby undertake to accept and comply with the terms and conditions as stipulated in **Clause 1** of Section-IV (General Contract Conditions) under the title “SCHEDULE OF RATES AND PAYMENT TERMS” and Annexure-A of this RfE.

Place: \_\_\_\_\_ [Signature of Authorized Signatory of Applicant]

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

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

**APPLICATION FOR EMPANELMENT AS AN ADVOCATE/LAW FIRM**

*(To be issued on the Letter Head of the Advocate/Law Firm)*

1. Name of the Advocate/Law Firm:
2. Year of Establishment (Firm/LLP/Company): (With documentary evidence)
  - a. In case of Company/LLP, a certified copy of the certificate of incorporation.
  - b. In case of Partnership Firm, along with a certified copy of the Partnership Deed.
3. Years of experience as an Advocate: (Enrolment details- Copy of Bar Council license)
4. Courts/Forums/Tribunals where practicing:
5. Office Address details:
6. Contact No. of Advocate/Law Firm with e-mail Id:
7. Landline (if any):
8. Name(s) of the Managing Partner(s) (For Law Firms only):
9. Annual Turnover for past three financial years (FY 2025-26, 2024-25, and 2023-22): (To be supported by a certificate from the Auditor of the LLP/Company)
10. Details of the Following:
  - a. Service Tax No.
  - b. PAN No:
11. Names, address & experience details/Profiles of the Partner & other team members:
  - (i) Partner (ii) Principle Associate (iii) Sr. Associate(s) (iv) Associate(s) etc.
12. Area(s) of specialization for which application is submitted (in terms of Clause 2.(ii) of Section-III of this RfE):
13. Details of cases won in the applied area of specialization: (submit proof)
14. Details of office/chambers Pan-India: (submit proof)
15. Details of Achievement (s) and award(s), if any:
16. Other documents required as per the qualification criteria: (Submit Proof)
17. Other relevant documents, if any:

**LIST OF THE ORGANIZATION/COMPANIES WITH WHICH ADVOCATE/LAW  
FIRM EMPANELLED**

*(To be issued on the Letter Head of the Advocate/Law Firm)*

<b>Sl. No.</b>	<b>Name of Organization</b>	<b>Empanelment Period</b>

Place:

Date:

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

Name of authorized signatory: \_\_\_\_\_

**SCHEDULE OF RATES (SOR)**

1. The payment to the empanelled Advocates/Law Firms shall be made as per following table:

S. No.	Particulars of Legal Services	Category C (INR)		Category B (INR)		Category A (INR)	
		Principal Cities	Other Cities	Principal Cities	Other Cities	Principal Cities	Other Cities
1.	Fees for drafting of Writ Petition/ SLP/ Plaintiff/ Counter Affidavit/ Written Statement/ Replication/ Rejoinder etc.	4032/-	3168/-	8064/-	7056/-	24192/-	20160/-
2.	Fees for drafting Miscellaneous Application/ affidavits/ Interlocutory Applications etc.	1944/-	1584/-	3600/-	3060/-	14400/-	12096/-
3.	Fees for appearing in Court/ Arbitration Per day:						
	a) Effective Hearing	For effective hearing 4032/-	For effective hearing 2880/-	For effective hearing 11232/-	For effective hearing 10080/-	For effective hearing 24480/-	For effective hearing 20160/-
	b) Non-Effective Hearing	For non-effective hearing 50% of effective hearing	For non-effective hearing 50% of effective hearing	For non-effective hearing 50% of effective hearing	For non-effective hearing 50% of effective hearing	For non-effective hearing 50% of effective hearing	For non-effective hearing 50% of effective hearing
4.	Fee for Conference, discussion up to one hour or part thereof	1584/-	1440/-	3024/-	2448/-	10080/-	8064/-
5.	Fee for written opinion inclusive	2016/-	1440/-	10080/-	8054/-	24480/-	20160/-

	of conference						
6.	Fee for drafting agreement, Deed, other similar Legal Documents etc. (including conference)	3024/-	2448/-	7200/-	5760/-	24480/-	20160/-
7.	Fees for drafting Legal Notice Reply	2016/-	1440/-	5040/-	4032/-	12600/-	9408/-
8.	Fee for drafting and filing of Caveat Petition in any Court (Conference charges payable over and above the drafting/ filing charges)	2016/-	1512/-	5040/-	4032/-	12600/-	10752/-
9.	Fees for Injunction/ Declaration /Property suits etc. before District Court, rent matters before Rent Controller/ Tribunal and Labor Court/ Tribunal matters, IPR matters etc.	20160/- lump sum per case	14400/- lump sum per case	40320/- lump sum per case	30240/- lump sum per case	60480/- lump sum per case	44640/- lump sum per case
10.	Recovery Suits before District Courts	Ad valorem fee payable	Ad valorem fee payable	Services of Category B and A advocates/firms will not be sought for this purpose Note: Payment is to be effected in three parts. 1) One third at the stage of filing 2) One third at the stage of evidence 3) One third at the stage of arguments			
(A) i) Value of Suit up to 2,00,000/-	20160/- lump sum per case	14400/- lump sum per case					
(A) ii) Value of suit from 2,00,000/-	40320/- Lump sum per	20160/- lump sum per					

	to 5,00,000/-	case	case				
	(A) iii) Value of suit beyond 5,00,000/-	60480/- lump sum per case	30240/- lump sum per case				
	(B) Review, if any, arising out of (A)	25% of (A)	25% of (A)				
11.	Appeal/Revision etc. arising out of the recovery suit in High Court	Same as Sl. 10 (B)	Same as Sl. 10 (B)	Same as Sl. 10 (B)	Same as Sl. 10 (B)	Same as Sl. 10 (B)	Same as Sl. 10 (B)
12.	Land Acquisition Reference cases of Land Acquisition Act						
	(i) For leading main case	10080/-	8064/-	15120/-	13104/-	22680/-	21294/-
	(ii) In connected matters up to five cases	1008/- per case	806/- per case	1512/- per case	1310/- per case	2268/- per case	2129/- per case
	(iii) In connected matters more than five cases	504/- per case	403/- per case	605/- per case	504/- per case	726/- per case	630/- per case
13.	Lump Sum charges for filing SLP/ Writ Petition/ Suit in the SC/HC/ District Court (Excluding court fees/ Stamp Duty and other government charges)	7200/-	5760/-	7200/-	5760/-	7200/-	5760/-
14.	Reading charges for reading all pleadings filed before the SC/ HC, District Courts, Tribunals, Arbitrator, or any Judicial/ Quasi-Judicial Forum**	7200/-	5760/-	7200/-	5760/-	7200/-	5760/-
15.	Clerkage	10% of points 1 to 3 and 5 to 11 and 13					

16.	Out of pocket expenses	a) Up to INR 1500/- per case without details b) INR 1501/- onwards with details
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**Notes to the SOR:**

- i. **\*\*One-time payment.**  
For avoidance of doubt, reading charges shall be payable separately upon:  
(i) filing or appearance before the Central Electricity Regulatory Commission (CERC)/ State Electricity Regulatory Commission (SERC);  
(ii) filing of appeal or appearance before the Appellate Tribunal for Electricity (APTEL); and  
(iii) filing of appeal or appearance before the Hon'ble Supreme Court of India, etc.  
Each such forum or appellate stage shall be treated as an independent proceeding for the purpose of payment of reading charges, irrespective of whether the matter arises out of the same underlying dispute.
- ii. The Court shall mean and include the Supreme Court of India/ All High Courts/ CERC/ APTEL/ District Courts (Civil and criminal)/ Labor Courts/ Arbitration Forum/ Tribunals and other judicial/quasi-judicial authorities such as NCLT/ consumer forum, SEBI, Tax Authorities and includes Registrar of Supreme Court/ High Court.
- iii. Principal City shall mean and include Delhi, Mumbai, Bengaluru, Kolkata and Hyderabad.
- iv. If an adjournment in a case is sought by the advocate due to his non preparation, no fees will be allowed for such appearance.
- v. If the case is taken up and the court adjourns for some reason without any material hearing, it will be treated as non-effective hearing.
- vi. In case the court is not in session/ judge on leave on a day but the advocate is present, the hearing will be treated as a non-effective hearing.
- vii. For batch matters, full fees towards appearances for the first matter and 50% appearance fees for second matter and 25% for rest of the matters will be payable, in case the matters are listed on the same day.
- viii. In batch matters mean and include 02 or more cases in which substantially identical questions of law or fact are involved. SLP/Appeal/Petition etc. are arising from one common judgment or order and they are heard together. Where two or more petitions/ appeal of substantially identical questions of law or facts are involved or are arising out of common judgment or order.
- ix. In batch matters full drafting and reading charges shall be payable for first matter and for rest of the matters, drafting charges shall be payable @50%.
- x. In case the court is not in session/ judge on leave on a day but the advocate is present, the hearing will be treated as a non-effective hearing.
- xi. In case of any difficulty arising out of this Schedule, the power to issue a clarification vest with the Managing Director (MD), SECI whose decision shall be final.
- xii. No retainer fee shall be paid to any panel Advocate/law firm merely because such advocate/firm has been empanelled.
- xiii. Reimbursement of miscellaneous expenses related to the case handling, not specifically covered in the fee schedule, shall be permitted on production of original bills/vouchers.

- xiv. No separate drafting charges for any other item such as synopsis, List of Dates, Annexures to writs, etc. is permissible.
- xv. In case of hearings conducted through virtual mode, the fee for appearance shall be determined based on the jurisdiction and location of the Court/Tribunal where the matter is instituted and ordinarily heard, and not on the basis of the physical location from which the Counsel attends the hearing.  
Accordingly, classification as “Principal City” or “Non-Principal City” for the purpose of appearance fee shall be governed solely by the location of the concerned Court/Tribunal.

2. In context of this Annexure, “Travel Agency” shall mean Agency selected by SECI from time to time, entrusted with providing travel booking, accommodation booking, and cab services for official tour and travel of SECI’s officers.

**3. Flight/train/bus/cab bookings for outstation travel**

- i. Advocates/Lawyers shall be entitled to travel by air (economy class) and by train (AC First Class or Executive Chair Car), as applicable, for official assignments. All such arrangements shall be governed by and made strictly in accordance with the provisions of the ‘SECI Travelling & Daily Allowance Rules’, as amended from time to time, and as applicable.
- ii. Booking of flight/train/rail tickets for the Advocates/Lawyers shall be done as follows:
  - a. For booking of flights, the Advocate/Lawyer shall directly submit a formal request to SECI’s Travel Agency via email for issuing flight tickets for the flight schedule as proposed by the Advocate/Lawyer, marking a copy of the same to the officer handling the matter in SECI, and the designated officer from the HR and Admin Division of SECI.
  - b. The Travel Agency shall issue the flight ticket(s) directly to the Advocate/Lawyer, with costs for the same to be billed to SECI.
  - c. For train/bus/cab bookings, the Advocate/Lawyer may book the tickets themselves, and such expenditure shall be reimbursed by SECI on actuals.
- iii. It is further clarified that in case of inability of the Travel Agency to meet the requirements, the Advocate/Lawyer may book flight (Economy)/train/bus tickets by themselves subsequent to the intimation to the Indenting Division. Any expenditure incurred by them towards self-booked travel arrangements shall be reimbursed on actual basis, subject to the applicable limits/entitlements under SECI’s approved policy or specific approval of the competent authority.
- iv. If an Advocate/Lawyer is required to appear before any Court, Tribunal, or Authority located at a place other than their place of ordinary practice, they shall be entitled to reimbursement of travel, accommodation, conveyance, and other related expenses in accordance with the provisions of this Annexure.

- v. Further, Advocates/Lawyers may be required to report to SECI for meetings or other work as deemed necessary by SECI. In such cases, they shall also be entitled to travel, accommodation, conveyance, and other related expenses as per the provisions of this Annexure.
- vi. It is clarified that if an Advocate/Lawyer is required to appear at a Court, Tribunal, or Authority located outside their place of ordinary practice and is also required to meet SECI officials at SECI Headquarters (Delhi-NCR), travel, accommodation, conveyance, and other related expenses shall not be reimbursed for the journey to Delhi. However, reimbursement shall be admissible for travel, accommodation, conveyance, and related expenses from Delhi to the location where the Advocate/Lawyer is required to appear. Illustration in this is brought out as follows:

Illustration:

For instance, if an Advocate ordinarily practices in Mumbai and is assigned by SECI to appear before the Karnataka High Court at Bengaluru and is also required to meet SECI officials at SECI Headquarters in Delhi-NCR prior to such appearance, the travel, accommodation, conveyance, and other related expenses incurred for travel from Mumbai to Delhi shall not be reimbursed.

However, the Advocate shall be entitled for reimbursement of travel, accommodation, conveyance, and other related expenses for the journey from Delhi to Bangalore, as well as for the return journey from Bangalore to Mumbai (or to Delhi, if so, directed by SECI), strictly in accordance with the provisions of this Annexure.

Lastly, in case no such prior consultation is required with SECI, and the Advocate travels directly from Mumbai to Bengaluru and back for the matter, the Advocate shall be entitled for reimbursement of travel expenses for such return trip.

**4. Accommodation expenses of Advocates/Lawyers during outstation travel**

- i. For this purpose, the Advocate/Lawyer shall directly submit a formal request to the Travel Agency via email for booking of accommodation, indicating the travel dates, destination, and particulars of the Advocate/Lawyer, marking a copy of the same to the officer handling the matter in SECI, and the designated officer from the HR and Admin Division of SECI. The above booking shall be billed by the Travel Agency to SECI, subject to the limits as per Clause 4.iii.below.
- ii. Based on the above, the Travel Agency, shall make and confirm the requisite accommodation arrangements for the Advocate/Lawyer. It is clarified that in case of unavailability of accommodation/inability of the Travel Agency to meet the requirements,

the Advocate/Lawyer may book accommodation themselves upon intimation to the Indenting Division. Any expenditure incurred by them towards self-booked accommodation arrangements shall be reimbursed on actual basis, subject to the applicable limits/entitlements under SECI's approved policy or specific approval of the Competent Authority.

iii. The entitlement of accommodation expenses for empanelled Advocates/Lawyers shall be as follows:

- Category A Advocates/Law Firms shall be entitled to facilities equivalent to SECI's officers at E-7 grade;
- Category B Advocates/Law Firms shall be entitled to facilities equivalent to SECI's officers at E-6 grade; and
- Category C Advocates/Law Firms shall be entitled to facilities equivalent to SECI's officers at E-4 grade

S. No.	Category of Advocate/Law Firm	Accommodation Charges (INR/day) exclusive of GST#		
		Cat X city	Cat Y city	Cat Z city
1	Category A	10000	80% of Cat X city	60% of Cat X city
2	Category B	7000		
3	Category C	7000		

All such arrangements shall be governed by and made strictly in accordance with the provisions of the 'SECI Travelling & Daily Allowance Rules', as amended from time to time, and as applicable.

## 5. Conveyance during outstation/local travel

- i. Outstation local conveyance for Advocates/Lawyers may be arranged by the Travel Agency, wherever it has established tie-ups for cab services, upon receipt of an email request from the concerned Indenting Division of SECI indicating the travel dates and destination. Advocates/Law Firms shall be entitled to reimbursement of actual taxi fares for local journeys undertaken at out-station locations, subject to a ceiling of INR 10,000/- per week, equivalent to the entitlement for SECI's officers at E-6 grade.
- ii. All such arrangements shall be governed by and made strictly in accordance with the provisions of the 'SECI Travelling & Daily Allowance Rules', as amended from time to time, and as applicable.
- iii. In cases where the travel destination falls outside the coverage of the Travel Agency's cab service tie-ups, local conveyance expenses incurred by the travelling Advocate/Lawyer shall be reimbursed on an actual basis, upon submission of original invoices. Such reimbursement shall be subject to a maximum overall ceiling of INR 10,000/- per week,

equivalent to the entitlement for SECI's officers at E-6 grade.

- iv. In case of outstation travel by the Advocate/Lawyer, local conveyance expenses at the base station (i.e., the place where the Advocate/Lawyer ordinarily practices) shall be reimbursed on actuals, subject to submission of valid supporting bills.

#### **6. Daily allowance during outstation travel**

Advocates/Lawyers shall be entitled to a Daily Allowance (DA) during outstation travel, subject to a ceiling of INR 1,000/- per day or the entitlement for SECI's officers at E-6 grade, whichever is lower. The DA shall be governed by the provisions of the 'SECI Travelling & Daily Allowance Rules', as amended from time to time, and shall correspond to the category of the city visited. Such entitlement shall be admissible irrespective of the nature of accommodation booked by the Advocate/Lawyer, whether inclusive or exclusive of food.

The empaneled Advocates/Law Firms shall send the bills shortly as per approved rates and complete them in all respects, preferably within three months of the hearing, etc.

**Special instructions to Bidders for e-Tendering [ie Electronic Bidding  
Instructions (EBI)]**

**General**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering has been mandated by Govt. of India for conducting Public Procurement in a transparent and secured manner. Suppliers/ Bidders are the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Solar Energy Corporation of India Limited (SECI)* is using the portal <https://www.bharat-electronictender.com>. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Homepage of the portal.

**Instructions**

Tender Bidding Methodology:

**Sealed Bid System**

Single Stage Single Envelope

Broad Outline of Activities from Bidder's Perspective (The entire bid-submission would be online on ETS, broad outline of submissions are as follows):

1. Procure a Class-III Digital Signing Certificate (DSC)
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'.
7. Clarification to Tender Documents on ETS
  - Query to *SECI* (Optional)
  - View response to queries posted by *SECI*
8. Digitally signing copy of Tender Documents/ Addendum
9. Submission of Bid-Parts
  - ElectronicForm

- Composite Main-Bid (Both Technical and Financial in a common envelope)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, bidders need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site, and special instruction given in the RFP in this regard. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact ISN-ETS/ ETS Helpdesk (as given below), to get your registration accepted/activated

**Important Note:** To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ETS Portal Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-124 - 4229071, 4229072</i> [Between 9:00 am to 6:00 pm IST on all working days]
E-mail ID	<a href="mailto:support@isn-ets.com">support@isn-ets.com</a>

## Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links and take appropriate action. This will prevent hiccups and minimize teething problems during the use of ETS.

### **SIX CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically, for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class-III, well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

**Note:** Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

**Note:** Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding (On some ETS screens, this is also referred to as 'Last Date and Time of Receipt of Bids'). ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS. When a bid-component receipt and validation is successful, it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

6. ETS will make your bid available for opening during the Online Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

**NOTE:**

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, and sixth instructions are relevant at all times.*

**Minimum Requirements at Bidder's End**

Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity

Microsoft Edge with Internet Explorer mode

Digital Certificate(s)

**Bidders Training Program**

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional.

In case, any bidder is interested, he may send a request to [support@isn-ets.com](mailto:support@isn-ets.com)

Bidders are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to Internet.

Bidder Training Charges (Per Participant)	Rs. 5,000/- (plus GST @ 18.00 %)
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