Request for Empanelment of Battery Energy Storage System (BESS) Suppliers

RfE No. SECI/C&P/OP/11/0009/26-28 dated 17.11.2026

Solar Energy Corporation of India Limited
(A 'Navratna' Government of India Enterprise)
F-300, Commercial Complex, World Trade Centre,
Nauroji Nagar, New Delhi-110029
Tel: 011 - 24666200

DISCLAIMER

I. Though adequate care has been taken while preparing the Request for Empanelment (RfE) document, the bidder(s) shall satisfy themselves that the document is complete in all respect. 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 respect and has been received/ acknowledged by the bidder(s).

II. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.

III. This RfE document has been prepared in good faith, and on best endeavour 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.

Place: New Delhi Date: 17.11.2026

BID INFORMATION SHEET

The brief details of the RfE are as under:

<table>
<tr><td>(A)</td><td>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</td><td>Rolling Empanelment of Battery Energy Storage System (BESS) Suppliers, Integrators, and Aggregators across Capacity Tiers for Grid-Interactive BESS Deployments.</td></tr>
<tr><td>(B)</td><td>RfE NO. & DATE</td><td>SECI/C&P/OP/11/0009/26-28 dated 17.11.2026</td></tr>
<tr><td>(C)</td><td>TYPE OF BIDDING SYSTEM</td><td>
<table>
<tr><td>SINGLE STAGE TWO ENVELOPE</td><td></td></tr>
<tr><td>TWO STAGE SYSTEM</td><td>Yes</td></tr>
</table>
• <u>Stage-I:</u> Open, Rolling Empanelment based on Technical and Financial Qualification Criteria. <u>No price bids are submitted in this stage.</u>

• <u>Stage-II:</u> Project-Specific Procurement via issuance of Project-Specific Requests for Quotations (RfQ) followed by an Electronic Reverse Auction (e-RA) among Empanelled Suppliers.
</td></tr>
<tr><td>(D)</td><td>TYPE OF RfE/ TENDER</td><td>
<table>
<tr><td>E-TENDER</td><td>Yes</td></tr>
<tr><td>MANUAL</td><td></td></tr>
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</td></tr>
<tr><td>(E)</td><td>EMPANELMENT PERIOD</td><td>As mentioned in RfE Document</td></tr>
<tr><td>(F)</td><td>BID PROCESSING FEE</td><td>
<table>
<tr><td>APPLICABLE</td><td>Yes</td></tr>
<tr><td>NOT APPLICABLE</td><td></td></tr>
</table>
Rs. 5,000 (Indian Rupees Five Thousand Only) + GST @ 18%, to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay order along with the response to RfE in favour of “Solar Energy Corporation of India Limited”, payable at New Delhi.
</td></tr>
</table>

(G)	**EARNEST MONEY DEPOSIT (EMD)**	APPLICABLE: NOT APPLICABLE: Yes
(H)	**EMPANELMENT BANK GUARANTEE**	APPLICABLE: Yes NOT APPLICABLE:
(I)	**DATE, TIME & VENUE OF PRE-BID MEETING**	Scheduled as per NIT on SECI website.
(J)	**BID-SUBMISSION DEADLINE**	Last Working Day of each month till any notice for termination of tender is issued by SECI
(K)	**BID OPENING**	First Working Day of each month subsequent to the Proposal submission deadline
(L)	**NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfE)**	**Sh. Atulya Kumar Naik** Executive Director (Contracts & Procurement) Solar Energy Corporation of India Limited F-300, Commercial Complex, World Trade Centre, Nauroji Nagar, New Delhi-110029.
(M)	**DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED**	**For Contractual Queries** 1) Sh. Pratik Prasun DGM (C&P) Contact No.: 011-24666237 pratikpr@seci.co.in 2) Sh. Abhisekh Srivastav Senior Manager (C&P) Contact No.: 011-24666260 abhisekhsri@seci.co.in

- Bids must be submitted strictly in accordance with Section-2 and 3 of the RfE, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- Bidders are required to quote strictly as per terms and conditions of the RfE documents and not to stipulate any deviations/ exceptions.
- Any bidder, who 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 SECI website (***www.seci.co.in***) and submit their Bid complete in all respect as per terms & conditions of RfE Document on or before the due date of bid submission.

- Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfE document through the website *www.seci.co.in*. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually.

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

1.1 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 commercialization of solar energy technologies in the country.

1.2 SECI is actively spearheading the deployment of utility-scale Renewable Energy (RE) assets and Energy Storage Solutions to meet national decarbonization targets, enhance grid flexibility, manage peak power demand, and support round-the-clock (RTC) supply models.

1.3 As the national transmission and distribution grids incorporate higher shares of intermittent variable renewable energy, Battery Energy Storage Systems (BESS) represent a critical infrastructure class. To mitigate project execution risks, eliminate procurement delays, avoid substandard supply chains, and guarantee compliance with statutory Central Electricity Authority (CEA) technical standards, SECI is establishing a qualified panel of reliable, technically competent, and financially robust BESS manufacturers, suppliers, aggregators, and system integrators, to supply BESS to SECI for its own Projects.

1.4 In line with the above, SECI intends to empanel the Qualified Manufacturers, Suppliers, Integrators, and Aggregators of Grid-Interactive Battery Energy Storage Systems (BESS).

1.5 **Two-Stage Procurement Mechanism:** To mitigate execution risks and ensure strict adherence to quality, reliability and safety requirements, the procurement shall be executed in two distinct stages:

- **Stage-I (Empanelment Process):** Bidders shall be evaluated strictly on the Technical and Financial Qualification Criteria mentioned in this RfE. Bidders meeting the applicable criteria shall be empanelled under one of the four capacity-based tiers. No financial price bids shall be submitted during Stage-I.

- **Stage-II (Project-Specific Award via e-RA):** Upon emergence of a specific BESS requirement, SECI shall issue a Project-Specific RfQ detailing the project-specific requirements, including capacity, site coordinates, interconnection voltage, technical specifications and other applicable conditions, exclusively to the Empanelled Suppliers eligible for the relevant tier. Award shall be undertaken through an Electronic Reverse Auction (e-RA), subject to the Stage-II RfQ.

In case of any difference between the details provided under this RfE and the Stage-II RfQ, the provisions contained in the Stage-II RfQ shall prevail.

1.6 Empanelment under this RfE shall only establish eligibility to participate in subsequent project-specific procurement. It shall not constitute an award, purchase order, minimum business commitment, exclusivity, or assurance of any future project.

2 Invitation for Bids

2.1 A Single Stage, Single-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfE Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfE. The respective rights of SECI and the Bidder/Suppliers shall be governed by the RfE Document.

2.2 This RfE document shall be part of the Stage-I bidding process. The Stage-II bidding process i.e. Request for Quotation will be carried out subsequently at SECI's discretion.

2.3 Interested Bidders 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 submission of the bids, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in this RfE, 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 the bid in accordance with the relevant provisions of the bidding documents.

2.4 Bidders shall submit their bid proposal complete in all aspects on or before last date and time of Bid Submission as mentioned on SECI's website http://www.seci.co.in and as indicated in the Bid Information Sheet.

2.5 Bidder shall submit its bid proposal along with non-refundable Bid Processing Fees complete in all respects as per the Bid Information Sheet. Bid proposals received without the prescribed Bid Processing Fees 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.**

2.6 RfE documents can be downloaded from the SECI's website. It is mandatory to download official copy of the RfE Document from SECI Website to participate in the RfE. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfE shall be uploaded on SECI website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the SECI website.

2.7 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.

2.8 **INTERPRETATIONS**

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including

its amendments or re-enactments from time to time.

- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

3.1 The empanelled BESS Suppliers shall be invited for project-specific procurement of grid-interactive BESS systems and associated services, including, as applicable, design, engineering, supply, integration, testing, commissioning, performance demonstration, warranty, service and maintenance, in accordance with the relevant Stage-II RfQ.

3.2 Scope of Supply & Work shall include Design & Engineering, Manufacturing, Testing at manufacturers works, Inspections, Packing and Forwarding, Supply of Equipment and Materials on FOR-Site basis, Receipt, Unloading and Storage at site, obtaining Permits, Licences, Installation and Incidentals, Insurance at all stages, Erection, Testing and Commissioning and Interconnection works till the PCS output terminals of the BESS and performance demonstration with associated equipment and materials on turnkey basis. The scope of work may also include a Comprehensive Service and Maintenance of the BESS.

3.3 A brief scope of work has been attached as **Annexure A** of the RfE, however, the detailed scope of work shall be provided during the Stage-II RfQ. In case of any difference between the scope of work/details provided under this RfE and the Stage-II RfQ, the provisions contained in the Stage-II RfQ shall prevail.

4 BESS Capacity Tiers

4.1 Bidders shall be empaneled into one of the following BESS Capacity Tiers based on their demonstrated technical experience and financial qualification.

Tier	BESS Capacity
Tier I	Up to (& including) 100 MWh
Tier II	More than 100 MWh and up (& including) to 300 MWh
Tier III	More than 300 MWh and up to (& including) 600 MWh
Tier IV	More than 600 MWh and up to (& including) 1000 MWh

4.2 "BESS Capacity" here refers to the cumulative BESS Capacity (in MWh) which SECI plans to procure from a single Supplier under a particular Stage-II RfQ.

4.3 A Bidder qualifying for a particular Capacity Tier (other than Tier I) shall automatically be deemed qualified for all the other Tiers below the respective Tier, subject to the terms of this RfE. A Bidder may expressly seek empanelment for a particular tier, provided it satisfies the applicable qualification criteria. For eg.in case the Bidder is qualified for Tier III under this RfE, it shall be deemed qualified for the Tiers I and II as well, without requiring to submit separate documentary proof for the same.

4.4 For the purpose of determining the applicable Capacity Tier at Stage-II, the BESS capacity stated in the Stage-II RfQ shall govern.

4.5 The empanelment of a Suppliers shall remain valid for One (1) year from the effective

date of its empanelment, unless suspended, downgraded, removed or otherwise terminated in accordance with this RfE. A Supplier empaneled during a later Monthly Evaluation Cycle shall have the same rights and obligations as other Suppliers empaneled under the corresponding Capacity Tier, subject to the date-specific eligibility provisions of Stage-II procurement.

4.6 On expiry of the One-year empanelment period, renewal may be considered by SECI subject to the Supplier continuing to satisfy the then-applicable qualification requirements and such other conditions as may be prescribed by SECI.

5 Upgradation, Suspension & De-Empanelment

5.1 **Upgradation of Capacity Tier:** An Empaneled Supplier may, during the validity of the Empanelment Process, apply for upgradation to a higher Capacity Tier upon demonstrating fulfilment of the qualification requirements prescribed for such higher Tier. Applications for upgradation shall be submitted and processed under the Monthly Evaluation Cycle mechanism. The higher-tier status shall become effective only after SECI issues the corresponding approval / empanelment communication.

5.2 **Downgrade / Suspension**: SECI may suspend or downgrade an Empaneled Supplier where subsequent verification establishes that the Supplier no longer meets the applicable qualification requirements, subject to the applicable contractual / procedural safeguards.

5.3 **De-empanelment**: SECI may de-empanel a Supplier for material misrepresentation, submission of forged documents, material breach of the RfE, persistent failure to perform obligations under Stage-II contracts, insolvency or other grounds specified in the applicable documents.

6 Request for Quotations (Stage-II of the bidding process)

6.1 Subsequent to the empanelment of the Suppliers, for each BESS proposed to be procured by SECI, a separate Stage-II Project-Specific RfQ shall be issued to Empanelled Suppliers eligible for the relevant BESS Capacity Tier.

6.2 The Stage-II RfQ shall specify project capacity, site / location, site coordinates, interconnection voltage, grid substation, technical specifications, battery chemistry / technology requirements, system configuration, delivery schedule, performance guarantees, degradation requirements, testing and commissioning requirements, warranty, O&M, safety, commercial terms and other project-specific requirements.

6.3 Only Suppliers empanelled in the relevant Capacity Tier as on the date / time specified in the Stage-II RfQ shall be eligible to participate in that Stage-II procurement.

6.4 Where a Supplier is empanelled after issuance of a Stage-II RfQ, such Supplier shall not be eligible to participate in that particular Stage-II procurement unless expressly permitted in the Stage-II RfQ. Such Supplier shall be eligible for subsequent Stage-II procurements, subject to the applicable project-specific requirements.

6.5 Only Empanelled Suppliers found technically and commercially qualified for the

respective project shall be permitted to participate in the financial evaluation / Electronic Reverse Auction.

6.6 **Award**: The bidder emerging as L1 / otherwise determined in accordance with the Stage-II RfQ after completion of the e-RA shall be considered for award of the respective BESS project.

6.7 Empanelment shall not be construed as an undertaking by SECI to issue any Stage-II RfQ, invite any particular Supplier, or award any minimum quantity of BESS capacity.

6.8 The e-RA shall be conducted electronically in accordance with the procedure stated in the Stage-II RfQ.

6.9 The Stage-II RfQ shall specify the price discovery mechanism, bid decrement, auction duration, extensions, tie handling and award methodology.

7 Packing and Forwarding

7.1 The Supplier shall be responsible for securely protecting and packing the Supplies as per prescribed standards in force to withstand the journey and ensuring safety of Supplies and arrival of Supplies at destination in original condition and for contemplated use. Packing case size & weight shall take into consideration the remoteness of the Supplies' destination and absence of heavy material handling facilities at all points in transit.

7.2 Packing lists of Supplies shall be provided in each package to facilitate checking up of the contents at the destination.

7.3 To import any items (if applicable), from any other state in India, Supplier shall have to arrange any clearance, permission, if required at his own risk, from any Government (Government of State & Government of India) or any Government (Government of State & Government of India) controlled organization for transportation of materials from manufacturing shop to delivery at Site. Supplier shall take necessary insurances to ensure safe transit & consequential risks. All packing material is the property of the Supplier and shall have to be removed immediately from the Site.

8 Transportation

8.1 The Supplier shall manufacture, test and transport all the Supplies as per the Scope of Supply in an expeditious and orderly manner to the Site to achieve completion of activities.

8.2 The Supplier, shall at its own risk and expense, transport all the Supplies and the Supplier's Equipment to the Site by the mode of transport that the Supplier judges most suitable under all circumstances. Supplier shall be responsible to assess in advance suitability of access roads, bridges, culverts, etc. for transportation of Over Dimensional Cargo (ODC) shipments, if any and arrange to transport them accordingly.

8.3 In case, the Supplier decides to transport the goods by road within Employer's country, then such Goods must necessarily be transported through a Registered Common Carrier as per Carriage by Road Rules, 2011 of Government of India.

8.4 **Road Permit:** Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.

8.5 The execution of the Supply may entail supplying in the monsoon also. The Supplier must maintain a minimum work force as may be required for the job and plan and execute the Supply according to the prescribed schedule. No extra rate will be considered for such Supply in the monsoon season. During monsoon and other periods, it shall be the responsibility of the Supplier to bear all the extra cost incurred for completing the supply as per the Schedule.

8.6 **Custom Clearance:** The Supplier shall, at its own expense, handle all imported materials and Supplier's equipment at the point(s) of import and shall handle any formalities for customs clearance, subject to the Employer's obligations under clause 16 of the RfE, provided that if applicable laws or regulations require any application or act to be made by or in the name of the Employer, the Employer shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance that are not the fault of the Supplier, the Supplier shall be entitled to an extension in the Time for Supply, pursuant to clause 17 of RfE.

9 Site Inspection and Storage of Supplies

9.1 All Supplies shall be inspected as per the provisions of Technical Specifications (Annexure A). No Supplies shall be accepted without site inspection unless specific waiver/exemption is communicated by SECI to the Supplier.

9.2 The Supplier shall submit the necessary test certificates, inspection reports, guarantee certificates, etc. in respect to the Supplies' Performance along with the Despatch documents.

9.3 The storage of the Supplies at site is in the scope of the Supplier. The Supplier shall make all necessary arrangements required to store the Supplies at the site.

9.4 The Supplier shall ensure the proper storage, handling, and protection of all materials brought to the Site at its own risk and cost, to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of works. The Supplier shall maintain sufficient stocks of all materials required for work including commissioning spares at its own risk and cost.

10 Execution of Work

10.1 All the Works shall be executed in strict conformity with the provisions of the RfQ, Contract Agreement and SLA, if any and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time by the Supplier

whether mentioned in the Contract or not. The Supplier shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman-like manner with the quality of material and workmanship in strict accordance with the Technical Specifications. The Supplier shall provide all necessary materials, equipment, labour etc. for execution and maintenance of Work till completion unless otherwise mentioned in the Contract.

10.2 All materials shall be brand new & of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as has been specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant IS codes specification wherever Indian specifications apply or IEC codes or equivalent internationally accepted standard.

10.3 The Supplier shall supply & deliver all equipment and materials for installation at site. The Supplier shall arrange for transportation, loading & unloading, local shifting, insurance and safe storage of materials at Project site at his own risk and cost.

10.4 If the Supplier offers equipment manufactured in accordance with other internationally well recognized standards (mentioned above), it shall, in that case, supply a copy in English of the Standard Specification adopted and shall clearly mention in what respect such standard specification differs from Indian Standard Specifications. The plant, equipment, and materials as applicable, offered by the Supplier should comply with one consistent set of Standards only to make the system compatible and work in harmony as far as possible, except if mentioned otherwise.

11 Pre-Commissioning & Commissioning

11.1 Upon completion of the installation of the Package, excluding such minor items that do not materially affect the safe operation or performance of the Project, the Supplier shall notify the Engineer-in-Charge (EIC)/Project Manager in writing that the Facilities are ready for Pre-Commissioning inspection.

11.2 Upon receipt of the Supplier's notice, and if the Project Manager/EIC is satisfied that the Package is ready, the Project Manager/EIC shall arrange to witness the Pre-Commissioning activities within seven (7) days.

11.3 If any defects or deficiencies are identified during Pre-Commissioning, the Project Manager/EIC shall notify the Supplier in writing. The Supplier shall promptly rectify the same and reinitiate the Pre-Commissioning notification procedure as per Clause 11.1.

11.4 If the Project Manager/EIC continues to find deficiencies upon re-inspection, a further written notice shall be issued within seven (7) days of receipt of the Supplier's repeat notice. The process outlined above shall be repeated until all such defects are satisfactorily addressed.

11.5 Upon completion of all Pre-Commissioning activities and rectification of identified defects, and when the Facilities are, in the opinion of the Supplier, ready for Commissioning, the Supplier shall notify the Project Manager/EIC in writing.

11.6 Commissioning of the Facilities shall then be carried out by the Supplier in strict accordance with the procedures specified in the Annexure A, in the presence of the Employer or its authorized representatives.

11.7 If the Project Manager/EIC fails to notify the Supplier of any outstanding deficiencies within fourteen (14) days after the Supplier's initial notice under Clause 11.1, or within seven (7) days after the Supplier's repeated notice under Clause 11.3, then the Package shall be deemed accepted for Commissioning as of the date of such notice.

11.8 Following successful Commissioning, the Supplier shall complete all remaining minor punch-list items as soon as possible. If the Supplier fails to do so in a reasonable time, the SECI shall have the right to execute such works at the risk and cost of the Supplier, and deduct the expenses from any amount due to the Supplier.

11.9 Upon successful completion of Commissioning, the Supplier shall prepare the Facilities for the Performance Test and notify the Project Manager/EIC at least seven (7) days in advance of the scheduled test date. The Performance Test shall be conducted as per the methodology defined in the Annexure A.

11.10 Following the successful Performance Test, as outlined under Clause 11.9, the Supplier shall assume full responsibility for the care, custody, risk of loss, or damage to the Package. The Supplier shall continue to Service and Maintain the Package as per the comprehensive Service & Maintenance terms mutually agreed and stipulated in the Contract.

12 Time Schedule

12.1 The deadline for completion of Supply, i.e. the Time of Supply, shall be indicated in the Stage-II RfQ.

12.2 Subsequent to the Supply, the Supplier shall complete the erection, testing and commissioning of the Package along with the Employer or its authorized Contractor to commission the Project within timeline mentioned in the Stage-II RfQ. The detailed procedure and scope of Testing and Commissioning is mentioned in the Annexure-A.

12.3 A Supply Schedule of execution of the Supply will be prepared by the Supplier based on priority requirement of the Project & submitted to the Engineer in charge. A detailed Bar chart in MS Projects consisting of adequate number of activities covering various key phases of the Supply such as Design, Procurement, Manufacturing and Shipment shall be part of the Supply Schedule. This Schedule shall also indicate the intermediate milestones and interface facilities to be provided by the Employer, if any and the dates by which such facilities are needed. This Schedule will take into account the time of completion mentioned above and the time allowed for the priority works by the Engineer-in- Charge.

12.4 Monthly/ Weekly Supply Schedule will be drawn up by the Supplier jointly with Engineer-in- Charge, based on availability of Supply fronts. The Supplier shall scrupulously adhere to these targets/ Schedule by deploying adequate personnel, tools

and tackles and also supply all materials of its scope of supply in good time to achieve the targets/ programs. In all matters concerning the extent of targets set out in the weekly and monthly Schedule and the degree of achievements, the decision of the Engineer-in-Charge will be final and binding on the Supplier at its own risk and cost.

12.5 The Supplier shall monitor progress of all the activities specified in the Supply Schedule mentioned above and submit the progress report to the Engineer-in-Charge (EIC).

12.6 If at any time the Supplier's actual progress falls behind the scheduled Supply Schedule, or it becomes apparent that it will so fall behind, the Supplier shall, at the request of the Employer, prepare and submit to the EIC, a revised Schedule, taking into account the prevailing circumstances, and shall notify the EIC, of the steps being taken to expedite progress so as to attain Completion of the Supply within the time for Completion.

12.7 The time for Supply is firm & binding on the Supplier till the final Supply. The time for Supply may be extended if the Supplier is delayed or impeded in the Performance of any of its obligations under the Contract due to delay in fulfilment of obligations by the Employer or by the reason of any of occurrence of Force Majeure as provided in the RfE document for Force Majeure.

12.8 **Maintenance of Records of Progress Review Meeting**

The Supplier shall be required to attend all site progress review meetings organized by the 'Project Manager/ EIC' or its authorized representative. The deliberations in the meetings shall inter-alia include the Schedule, progress of supply (including details of manpower, material and tools deployed by the Supplier vis-à-vis agreed schedule), inputs to be provided by Employer, delays if any and recovery schedule, specific hindrances to Supply and supply instructions by Employer. The Minutes of the Meetings shall be recorded with the 'Project Manager/ EIC' or its authorized representative.

12.9 **Hindrance Register**

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

13 Guarantee Tests & Operational Acceptance

13.1 **Functional Guarantees:**

i. The Supplier guarantees that during the Guarantee Test, all parts of Package shall attain the Functional Guarantees specified under Technical Specifications (Annexure A), subject to and upon the conditions therein specified.

ii. If, for reasons attributable to the Supplier, the guaranteed level of the Functional Guarantees specified under Technical Specifications are not met either in whole or in part, the Supplier shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/ or additions to the Package or any part thereof as

may be necessary to meet such Guarantees. The Supplier shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall seek the Employer's consent to repeat the Guarantee Test. If the level of the specified Functional Guarantee parameters, as demonstrated even during repeat of the Guarantee Test(s), are outside the acceptable shortfall limit, then the Liquidated Damages shall be levied as mentioned in the Annexure A of the RfE document.

13.2 **Plant Performance Guarantee Test:**

The Plant Performance Guarantee (as mentioned in Technical Specifications) Test shall be conducted by the Supplier after Commissioning of the Facilities to ascertain whether the Facilities or the relevant part(s) can attain the Functional Guarantees specified in the Contract Documents. The Supplier and SECI shall attend the Guarantee Test. The detailed procedure for Performance Guarantee Test shall be carried out as per procedure laid down in Technical Specifications.

13.3 **Operational Acceptance:**

i. Operational Acceptance shall occur in respect of the Facilities when:

a) Completion of supply as per Scope of Works given in Annexure A of this tender.

b) The Plant Performance Guarantee in accordance with the procedure specified in "Technical Specifications" has been successfully completed and the Functional Guarantees are met.

c) Completion of the Plant Facilities by the BoS Contractor

Note: The Supplier shall be entitled to raise a request for conducting tests for according Operational Acceptance once the construction of Plant Facilities have been completed.

ii. The milestone payment linked with successful Operation acceptance shall be released subjected to following:

a) Inventory of recommended and mandatory spares including special tools and tackles at project Site are provided.

b) List of punch points, duly signed, is provided.

c) Settlement of liquidity damages against delay and performance (Liquidity Damages).

d) Warranty certificates for each equipment are handed over to SECI' and 'Statutory approvals/ permits/ NOC are handed over to SECI'.

iii. At any time after the events set out in Clause 13.3.i have occurred, the Supplier may give a notice to the Project Manager/EIC requesting the issue of an Operational Acceptance Certificate in the form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

iv. The Employer/SECI shall, after consultation with the Project Manager/EIC, and within thirty (30) days after receipt of the Supplier's notice, issue an Operational Acceptance.

v. If within thirty (30) days after receipt of the Supplier's notice, the Project Manager fails to issue the Operational Acceptance or fails to inform the Supplier in writing of the justifiable reasons for non-issuance of the Operational Acceptance by SECI, the Facilities shall be deemed to have been accepted as at the date of the Supplier's said notice.

vi. The start date of the Comprehensive Service and Maintenance shall be reckoned from the date mentioned in the Operational Acceptance Certificate.

14 Defects Liability Period

14.1 The Defect Liability Period is the time period from material delivery at site, during which the Supplier must repair/replace any defect identified by the Project Manager / EIC. All the expenses to repair the defects shall be borne by the Supplier and no additional cost charged to the Employer.

14.2 The Defect Liability Period shall be the duration between (and including) the date of material delivery at the Site, to the date as on 12 (Twelve) months from the above date.

14.3 If during the Defect Liability Period any defect should be found in the Supplies or of the work executed by the Supplier, the Supplier shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the supplies caused by such defect.

14.4 Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Supplier shall also be responsible for the repair, replacement or making good of any defect, or of any damage to the Supplies.

14.5 The Supplier may, with the consent of the Employer, remove any Supplies that are defective from the Site, if the nature of the defect and/or any damage to the Supplies caused by the defect is such that repairs cannot be expeditiously carried out at the Site.

14.6 If the repair, replacement or making good is of such a nature that it may affect the performance parameter(s) of the Package or any part thereof, the Employer may give to the Supplier a notice requiring that tests of the defective part of the Package shall be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

14.7 If such part fails the tests, the Supplier shall carry out further repair, replacement or making good (as the case may be) until that part of the Package passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by the Employer and the Supplier for the original equipment/part of the Package.

14.8 If the Supplier fails to commence the work necessary to remedy such defect or any damage to the Package caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Employer may, following a notice to the Supplier, proceed to do such work, and the costs incurred by the Employer in connection therewith shall be paid to the Employer by the Supplier or may be deducted by the Employer from any monies due to the Supplier, without prejudice to other rights, which the Employer may have against the Supplier in respect of such defects.

14.9 If the Package or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Package or such part, as the case may be, shall be extended by a period equal to the period during which the Package or such part cannot be used by the Employer because of any of the aforesaid reasons. Upon correction of the defects in the Package or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period of 12 (Twelve) months from such replacement.

14.10 In addition, the Supplier shall also provide an extended warranty for any such component of the Package and for the period of time, such obligation shall be in addition to the Defect Liability specified.

15 Service Level Agreement (SLA)

15.1 SECI may enter into a Service Level Agreement (SLA) for the timeline mentioned in the Stage-II RfQ with the Supplier.

16 Payment Terms

16.1 Payment will be made to the account of the Supplier as per the payment terms mentioned in the Contract Agreement based on the certification of Engineer-In-Charge. The payments shall be made after the conditions listed for such payment have been met, and the Supplier has submitted an invoice to the Employer specifying the amount due.

16.2 Payment shall be released within 45 days of submission and acceptance of invoice by the Engineer-In-Charge, having following payment milestones as mentioned below.

A. The payment against Contract Agreement (CA) shall be made as per the following terms and conditions:

i) Interest free advance (optional) of 10% of the total value of the CA shall be released to Supplier upon signing of CA, detailed Performa Invoice of Supplier and against submission of unconditional & irrevocable Advance Bank Guarantee (ABG) with a validity period up to date of final Supply amounting to 110% of total advance amount. The ABG needs to be submitted in addition to the Contract Performance Security.

ii) Seventy percent (70%) of the total value of the CA shall be paid against supply, receipt and acceptance of Materials at site on submission of documents, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of

dispatch (GR/ LR copy), Manufacturer's/ Supplier's Guarantee certificate of Quality and MDCC (Material Dispatch Clearance Certificate) issued by Employer's authorized representative in original and Material Receipt Note (MRN).

If Supplier has opted for advance, then the respective original invoices for such advance will be submitted by the Supplier along with this milestone for the advance settlement purpose. Else, in case the advance is not availed by the Supplier, the Supplier will be paid for Eighty percent (80%) of the Contract Value (i.e., Supply part) at this milestone instead of Seventy percent (70%).

In case the interest free advance is availed by the Supplier and no progress/work is executed till the final supply window period or if the contract is terminated due to default of Supplier as mentioned under the Contract/tender, thereby not adjusting the advance amount timely, the entire advance amount will be recovered from the Supplier through encashment of Advance Bank Guarantee.

iii) Ten percent (10%) payment of the total value of the CA shall be paid on Pro rata basis against Testing and Commissioning of the Package on submission of documents, Supplier's detailed invoice & Test reports/certificates and Work Completion Certificate (WCC).

iv) Final Ten percent (10%) payment of the total value of the CA shall be paid against the Operational Acceptance of the Package pursuant to successful Guarantee Tests and demonstration of Round-Trip Efficiency (RTE) including submission of all as-built drawings and O&M manual.

B. The payment against Service Level Agreement (Service and Maintenance Part), if signed, shall be released on quarterly basis, subject to proper maintenance of the Package portion of the Project as specified in Annexure A.

In case of any default, non-performance or breach of contractual conditions of the SLA during the Service and Maintenance period, the penalties/deductions, if applicable will be liable to be deducted from the Quarterly payments first & then from the Performance Guarantee available with SECI.

16.3 All the payment shall be released from Employer's Head Office, New Delhi upon submission of Original Documents such as MDCC, Delivery Challan, Warranty Certificate, LR, MRN & Insurance, etc., as required and mentioned against each milestone payment, duly certified by the authorized representative of the Employer.

16.4 **Income Tax & Corporate Tax**

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

ii. Corporate Tax liability, if any, shall be to the Supplier's account.

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

iv. As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/ services/ works/ consultancy services exceeding INR 2 Lakhs per transaction. Accordingly, the Supplier should mention its PAN no. in its invoice/ bill for any transaction exceeding INR 2 Lakhs.

As provided in the notification, in case Supplier does not have PAN no., it shall submit a declaration as per Form 60 along with invoice/ bill for each transaction. Payment of Supplier shall be processed only after fulfilment of above requirement.

16.5 **Goods & Service Tax (GST)**

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

ii. Supplier shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that Employer is not able to take Input Tax Credit (ITC) benefit of the taxes due to any fault of the Supplier, Employer shall be constrained to deduct the amount from the payments to be made to the Supplier or recover the same in any other manner.

iii. The responsibility of payment of GST lies with the Supplier only. Supplier shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with GST Law. The invoice shall also contain the following:

a. Name, Address & Registration No. of Supplier

b. Name & Address of the Employer receiving Taxable Service

c. Description, Classification & Value of Taxable Service provided

d. GST Amount, if any.

e. HSN code of the Goods/Services.

Payments to Supplier for claiming GST amount will be made provided the above formalities are fulfilled. Further, Employer may seek copies of Challan and certificate from Chartered Accountant for deposit of GST collected from Employer.

iv. In case CBIT (Central Board of Indirect Taxes and Customs) brings to the notice of Employer that the Supplier has not remitted the amount towards GST collected from Employer to the government exchequer, then, that Supplier may be debarred from

bidding in future tenders of Employer for given period as per the sole discretion of Employer.

v. In case of statutory variation in GST during execution of the Contract, the Supplier shall submit a copy of the 'Government Notification' to evidence the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. Any increase in the rate of Non-ITC based GST beyond the contractual completion period shall be to Supplier's account whereas any decrease in the rate shall be passed on to the Employer.

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

vii. Employer will reimburse the GST to the Supplier at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (if accepted and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

viii. Supplier shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable Employer to avail Input Tax Credit (ITC) (if applicable).

16.6 **Duties:** Except as otherwise specifically mentioned in the RfE document, the Supplier shall bear and pay all taxes, duties, levies and charges assessed on the Supplier, its sub-suppliers or its employees by all municipal, state or national government authorities in connection with the Facilities in and outside the country where the site is located.

Notwithstanding the clause mentioned above, the Employer shall bear and promptly pay

i. All customs and import duties for the Package specified in the Scope of Supply / Stage-II RfQ; and

ii. Other domestic taxes such as GST on the plant specified in the Scope of Supply / Stage-II RfQ and that is to be incorporated into the facilities, and on the finished goods, imposed by the law of the country where the site is located.

If any tax/duty exemptions, reductions, allowances or privileges become available for the Project, the Employer shall use its best endeavors to enable the Supplier to benefit from any such savings to the maximum allowable extent.

16.7 **Deemed Export Benefits:**

Bidders may like to ascertain availability of deemed export or other benefits. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such

benefits for any reasons whatsoever; the Employer will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect.

In case of multi-lateral funding of the Project results in providing "Deemed Export" benefits to the Project, SECI will convey the same to the Supplier at the earliest possible. In such cases, the Basic Custom Duty (BCD) will be exempted on the imported supply of the goods against "Project Authority Certificate (PAC)". Further, the necessary documents / certificates as may be required to claim the BCD exemption shall be provided by the Employer to the Supplier.

17 Liquidated Damages (LD)

17.1 Subject to Force Majeure , if the Supplier fails to comply with the Time of Supply or any extension thereof, then the Employer shall encash the Contract Performance Guarantee (CPG) as liquidated damages not amounting to penalty, in the following manner:

The amount calculated @ half percent (0.5%) per week of the unexecuted value of the Contract Price (corresponding to the undelivered Supply) , subject to the maximum limit of five percent (5%) of Contract Agreement's Price. This shall be without prejudice to the Employer's other remedies under the Contract.

17.2 Once the maximum limit of 5% of CA's Price is reached, Employer may consider the termination of CA or may choose to have the Supply executed from the Supplier without levying any additional liquidated damages on account of delay in Supply (i.e. in this case, the amount of liquidated damages levied until completion of Supply will be limited to 5% of CA Price).

17.3 The Employer shall, at its sole discretion upon reaching the LD limit for Supply as above, as an alternative to the Liquidated Damages at its option, get the Supply executed from a 3rd party at the risk and cost of the Supplier, irrespective of the fact whether the scope of work in the contract signed with the 3rd party is identical to the original scope of work in the CA. In case the Employer chooses the alternative course as mentioned, it will be entitled to recover compensation/damages on account of delay in Supply from the Supplier irrespective of maximum limit prescribed under Clause 17.1 above.

17.4 Further, if the Supplier fails to comply with the timeline (or extended timeline) for commissioning, then the Employer shall encash the Contract Performance Guarantee (CPG) as liquidated damages not amounting to penalty, in the following manner: The amount calculated @ half percent (0.5%) per week corresponding to the capacity uncommissioned by the deadline as per Clause 12.2 above, subject to the maximum limit of five percent (5%) of Contract Agreement's Price. This shall be without prejudice to the Employer's other remedies under the Contract.

17.5 It may be noted that the Liquidated Damages mentioned in Clauses 17.1 and 17.4 above are distinct LDs and damages levied as per Clause 17.4 shall be over and above the damages levied as per Clause 17.1.

17.6 In case of Supplier achieves full Commissioning of the Package as per the timeline (or extended timeline), the LD deducted as per Clause 17.1, if any, will be refunded (without any interest and GST, if applicable) to the Supplier.

17.7 The Employer shall deduct the amount of such damages through encashment of Contract Performance Guarantee (CPG). The deduction of such damages from CPG shall not relieve the Supplier from his obligation to complete the Supply, or from any other of its obligations and liabilities under the Contract.

17.8 The Employer may, by giving (01) one month's notice to the Supplier, cancel the Contract without prejudice to the Employer's right under this Clause or any other provisions contained in the Contract and claim damages from the Supplier.

18 Liquidated Damages during Comprehensive Service and Maintenance Period

The Liquidated Damages shall be calculated as per the provisions mentioned in Annexure A of the RfE. The Liquidated Damages will be deducted from the running bills of the Supplier.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

19 *Obtaining RfE Documents*

Interested bidders shall have to download the official copy of RfE & other documents from SECI website. The bidder shall be eligible to submit the bid documents only after downloading the official copy of RfE.

20 *Bid Processing Fees*

Prospective Bidders are required to submit their Proposals in response to this RfE document along with a non-refundable Bid Processing Fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of SECI are available at SECI's website, www.seci.co.in, under the "Business Partners→Payment Modes" tab. Upon making the necessary payments, the prospective Bidders shall immediately write to SECI (mailing to *finance@seci.co.in*), providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), to enable seamless issuance of payment invoices for taxation purpose. SECI will not be liable for any delay in issuing necessary invoices in this regard.

In case a Bidder chooses to deduct TDS while making the payments against Bid Processing Fee, such TDS details shall be submitted by the Bidder along with the transaction details, as part of online bid submission.

Bids submitted without Bid Processing Fee (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.

MSEs (Micro and Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Bid Processing Fee.

Further, in line with Ministry of MSME Gazette Notification No. S.O. 4926(E) dated 18.10.2022, in case an MSE bidder is subsequently upward re-classified as a Medium Enterprise, such bidder shall continue to avail the aforesaid benefits for a period of three years from the date of such upward re-classification and, accordingly, shall be exempted from submission of the aforesaid Cost of the tender document and Bid Processing Fees during such period.

For a Consortium to be eligible for exemption from submission of Cost of tender Document, and Bid Processing Fees, all the members of the Consortium shall be registered as MSE.

21 Empanelment Fees

21.1 Each empanelled Supplier shall pay a non-refundable Empanelment Fee as tabulated below for an empanelment period of 1 year to SECI.

Tier	Project Capacity	Empanelment Fees
Tier I	Up to 100 MWh	INR 25,000/- plus 18% GST
Tier II	More than 100 MWh and up to 300 MWh	INR 50,000/- plus 18% GST
Tier III	More than 300 MWh and up to 600 MWh	INR 75,000/- plus 18% GST
Tier IV	More than 600 MWh and up to 1000 MWh	INR 1,00,000/- plus 18% GST

21.2 The Empanelment Fees will be payable in full within 15 days of issuance of NoE. In case of non-submission of the above-mentioned fees, the NoE issued shall be cancelled and the bidder shall be removed from the list of empanelled Suppliers along with debarment from participation from any of the future tenders issued by SECI.

21.3 In case of upgradation of Tier after empanelment of the Supplier, the Supplier has to pay the differential Empanelment Fees between the Tiers.

22 Empanelment Bank Guarantee

22.1 The Successful Bidders who have been empanelled shall submit a Empanelment Bank Guarantee (EBG) for an amount as per the table given below within 15 days of issuance of NoE. It may be noted that the Successful Bidders shall submit the EBG according to the Format 7.3A with a validity period up to (& including) the date as on 15 months from the date of issuance of NoE. On receipt and after successful verification of the total PS in the acceptable form, the Letter of Empanelment (LoE) shall be issued by SECI. Electronic Bank Guarantee (e-BG) is also acceptable against EBG under this RfE. In case the Empanelment Period is extended beyond the original empanelment period, then the successful bidder is required to extend the validity of the PS by the equal no. of days as extended period.

Tier	Project Capacity	Empanelment Bank Guarantee
Tier I	Up to 100 MWh	INR 1.86 Crore
Tier II	More than 100 MWh and up to 300 MWh	INR 5.58 Crore
Tier III	More than 300 MWh and up to 600 MWh	INR 11.16 Crore
Tier IV	More than 600 MWh and up to 1000 MWh	INR 18.60 Crore

22.2 The Empanelment Bank Guarantee submitted shall be considered as an EMD for Stage-II bidding process.

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

22.4 SECI has agreed to accept the PS in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PS Bank Guarantee shall be encashable for being appropriated by SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.

22.5 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

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

22.7 In case of the Successful Bidder being a single Company, the Bank Guarantee/POI/Insurance Surety Bond towards PS shall be issued in the name of the Bidding Company. In case of a JV/Consortium, the PS shall be issued in the name of the Lead Member of the JV/Consortium, in case the JV/Consortium does not incorporate a Special Purpose Vehicle (SPV) i.e. a Company registered under the Companies Act after issuance of NoE. In case the JV/Consortium forms an SPV, the PS shall be issued in the name of the SPV.

22.8 The PS will be issued in the name of the Employer as "Solar Energy Corporation of India Limited, New Delhi".

22.9 The format of the Bank Guarantees prescribed in Format 7.3 A shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PS and consequently, the bid.

22.10 SECI at its sole discretion may encash the PS in the following scenarios:

i. In case of any default or failure of the Supplier to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement constituting sufficient grounds for forfeiture of the PS. In such cases, the liability on account of GST will be borne by the Supplier.

ii. In case the Successful Bidder withdraws from the Stage-II bidding process after award of the Contract in Stage-II tender.

iii. In the Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice;

iv. In case, SECI offers to execute the Contract Agreement with the Selected Bidder and if the Selected Bidder does not submit the requisite Contract Performance Guarantee or does not execute the Contract Agreement within the stipulated time period;

v. If after issuance of NoE, it is found that the documents furnished by the bidder as part of response to RfE are misleading or misrepresented in any way;

vi. In case after empanelment, the successful bidder withdraws from the empanelment.

22.11 SECI is under no obligation to produce any estimate of loss in this regard.

22.12 Further, any delay beyond the deadline indicated in Clause 22.1. above in the submission of PS shall attract interest @ 1.25% per month on the total PS amount, calculated on pro-rata basis accordingly. SECI at its sole discretion may cancel the NoE, in case PS is not submitted within the date as on 30 days after issuance of NoE.

22.13 PS submitted shall be released to the Successful Bidder, without any interest, not later than 75 (Seventy Five) days after the successful completion of Empanelment Period.

22.14 **Payment on Order Instrument (POI):**

As an alternative to submission of Bank Guarantee as above, the Successful Bidder also has an option to submit a letter of undertaking issued by either of the following two organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PS would be liable to be encashed by SECI within the provisions of RfE. This instrument would have to be furnished as per Format 7.3 B of the RfE, within the timelines as per Clause 22.1 above, for the amount and validity period as per those Clause 22.1 above. In case the Successful Bidder chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 22.1 above, will be applicable in this case too.

22.15 **Insurance Surety Bond (Surety Bond):**

As an alternative to submission of PS as above, the Supplier also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the PS would be liable to be encashed by SECI within the provisions of RfE. This instrument would be furnished as per Format 7.3C of the RfE, within the timelines as per Clause 22.1 above, for the amount and validity period as per Clause 22.1 above. In case the Successful Bidder chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 22.1 above, will be applicable in this case too.

22.16 The term "Contract Performance Guarantee (CPG)" occurring in the RfE shall be read as "Bank Guarantee (BG)/Payment on Order Instrument (POI)/ Insurance Surety Bond towards CPG".

23 Force Majeure

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

i. Act of God, including, but not limited to lightning, fire not caused by Suppliers' negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon, tornado, pandemic and quarantine. {if and only if it is declared / notified by the competent state / central authority / agency (as applicable)},

ii. Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action {if and only if it is declared / notified by the competent state / central authority / agency (as applicable)}; or

iii. Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party.

23.2 **Force Majeure Exclusions**

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

ii. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, or consumables for the Project.

iii. Delay in the performance of any Supplier, sub-Supplier, or their agents.

iv. Non-performance resulting from normal wear and tear typically experienced in project materials and equipment.

v. Strikes at the facilities of the Supplier / Affected Party including any transport strikes not directly affecting the delivery of goods from manufacturer/Supplier to Project site.

vi. Insufficiency of finances or funds or the agreement becoming onerous to perform including any commercial hardships faced; and

vii. Non-performance caused by, or connected with, the Affected Party's:

a) Negligent or intentional acts, errors, or omissions.

b) Failure to comply with an Indian Law; or

c) Breach of, or default under this Contract Agreement.

d) Normal rainy seasons and monsoon.

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

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

23.5 To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations pursuant to this Contract. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

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

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

23.8 If supply is suspended by Force Majeure conditions lasting for more than two months, the Employer shall have the option of cancelling this Contract in whole or part thereof, at its discretion.

23.9 The Supplier will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.

24 Supply in Monsoon

24.1 Unless otherwise specified elsewhere in the tender, the execution of the Supply may entail supplying in the monsoon season also. The Supplier must maintain a minimum work force as may be required for the job and plan and execute the supply according to the prescribed schedule. No extra rate will be considered for such supply in monsoon.

24.2 During monsoon and other period, it shall be the responsibility of the Supplier to bear all the extra cost incurred for completing the supply as per the schedule.

25 Event of Default

25.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by SECI of its obligations under this RfE, shall constitute as Supplier's Event of Default:

i. The failure to execute the Supply within the timeline of the RfE or extension thereof or fails to perform any of its obligation under the Contract or in any manner commits a breach of any of its obligation under the Contract.

ii. The Supplier becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or compounds with his creditors, assigns the Contract in favor of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation.

iii. Any winding up or bankruptcy or insolvency order is passed against the Supplier.

iv. Occurrence of any other event which is specified in this RfE to be a material breach/ default of the Supplier

v. if the Supplier, in the judgment of the Employer has engaged in Fraud and Corruption in bidding for or in executing the Contract.

vi. Concealment of material information or making a wrong statement or misrepresentation of facts, etc. as per Clause 42.3 of the RfE.

25.2 Upon the occurrence and/or continuation of any of the events as per clause 25.1 above, Employer shall have the right to deliver to the Supplier, a notice stating its intention to terminate this Contract and from the date appointed by the Employer on that behalf, whereupon the Supplier shall stop forthwith any of the Supplier's supply then in progress, except such supply as the Employer may, in writing, require to be done to safeguard any property or supply, or installations from damage.

25.3 If the default or defaults committed by the Supplier is/ are curable and can be cured by the Supplier, then the Employer may issue Notice in writing calling the Supplier to cure the default within such time specified in the Notice.

25.4 In such events of defaults as per Clause 25.1 above, the whole or part of the Contract CPG furnished by the Supplier is liable to be forfeited without prejudice to the right of the Employer to recover from the Supplier the excess cost referred to in the Clause aforesaid.

26 Termination of Contract

26.1 **Termination for Employer's Convenience:**

I. The Employer may at any time terminate the Contract for any reason by giving the Supplier a notice of termination. Upon receipt of the notice of termination, the Supplier shall either immediately or upon the date specified in the notice of termination:

i. cease all further supply, except for such supply as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Supplies already executed, or any supply required to leave the Project site in a clean and safe condition.

ii. Remove all Supplier's Equipment from the Site, repatriate the Supplier's and its Sub-Suppliers' personnel from the Site, remove any wreckage, rubbish and debris of any kind from the Project site, and leave the whole of the Project site in a clean and safe condition, and

iii. Terminate all subcontracts, except those to be assigned to the Employer pursuant to clause 26.1.I.iv.c below

iv. Subject to the payment specified in clause 26.1.II:

a. Deliver to the Employer the parts of the supplies executed by the Supplier up to the date of termination.

b. To the extent legally possible, assign to the Employer all right, title and benefit of the Supplier to the supplies and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Supplier and its Sub-Suppliers; and

c. Deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Supplier or its Sub-Suppliers as at the date of termination in connection with the supplies.

II. In the event of termination of the Contract, the Employer shall pay to the Supplier the following amounts:

i. The Contract Price, properly attributable to the supply executed by the Supplier till the date of termination.

ii. The costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the Project site and in the repatriation of the Supplier's and its Sub-Suppliers' personnel

iii. Any amounts to be paid by the Supplier to its Sub-Suppliers in connection with the termination of any subcontracts, including any cancellation charges

iv. Costs incurred by the Supplier in protecting the Supplies and leaving the Project site in a clean and safe condition.

26.2 **Termination for Supplier's Default:**

i. If the Supplier,
   a. has abandoned or repudiated the Contract.
   b. has without valid reason failed to commence supply on the Supplies promptly or has suspended the progress of Contract Performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed.

c. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.
d. refuses or is unable to provide sufficient materials, services or labor to execute and complete the Contract in the manner specified in the Schedule at rates of progress that give reasonable assurance to the Employer that the Supplier can attain Completion of the Contract by the Time for Completion (or as extended).

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

ii. Upon receipt of the notice of termination, the Supplier shall, either immediately or upon such date as is specified in the notice of termination,
a. cease all further supply, except for such supply as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the supplies already executed, or any supply required to leave the Site in a clean and safe condition.
b. terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below
c. deliver to the Employer the parts of the supplies executed by the Supplier up to the date of termination
d. to the extent legally possible, assign to the Employer all right, title and benefit of the Supplier to the supplies and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Supplier and its Sub Suppliers
e. deliver to the Employer all drawings, specifications and other documents prepared by the Supplier or its Sub-Suppliers as of the date of termination in connection with the supplies.

iii. Subject to clause 26.2.iv, the Supplier shall be entitled to be paid the Contract Price attributable to the supplies executed as of the date of termination, the value of any unused or partially used Plant on the Site, and the costs, if any, incurred in protecting the supplies and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of Clause 26.2.ii. Any sums due the Employer from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

iv. If the Employer completes the Supply, the cost of completing the Supply by the Employer shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to Clause 26.2.iii, plus the reasonable costs incurred by the Employer in completing the Supply, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under Clause 26.2.iii, the Supplier shall pay the balance to the Employer, and if such excess is less than the sums due the Supplier under

Clause 26.2.iii, the Employer shall pay the balance to the Supplier. The Employer and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

27 Change in Laws and Regulations

27.1 The term 'Change in Law' shall refer to the occurrence of any of the following events pertaining to this supply only after the date seven (7) days prior to the date of Bid submission, including-

(i) The enactment of any new law; or
(ii) An amendment, modification or repeal of an existing law; or
(iii) Any change in the rates of any taxes including any duties and cess or introduction of any new tax made applicable for setting up the project.

But does not include
(i) Any change in taxes on corporate income or
(ii) Any change in any withholding tax on income or dividends distributed to the shareholders of the Supplier, or
(iii) Any change on account of regulatory measures by the Appropriate Commission.

27.2 The term "law" in this Article includes any Act, Ordinance, order, bye-law, rule, regulation, and notification, for the time being in force, in the territory of India.

27.3 If, after the date seven (7) days prior to the date of bid submission, any Law, Regulation, Ordinance, Order or Bye-law having the force of Law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the Competent Authorities) that subsequently affects the costs and expenses of the Supplier and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the Performance of any of its obligations under the Contract. Supplier shall promptly and within 15 days of such enactment coming into force, forward relevant supporting documents to Employer.

27.4 However, these adjustments would be restricted to direct transactions between the Employer and Supplier and Bought out items (dispatched directly from sub vendor's supply to Site). These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Supplier.

27.5 Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

27.6 However, any increase in the rate of these taxes, duties and levies beyond the contractual completion period on account of default of the supplier shall be solely to the Supplier's account and any such decrease shall be passed on to Employer.

28 Indemnity

28.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Supplier to perform any acts, matters, covenants or things under the Contract, or damage or injury or death caused by the alleged omission or negligence on the part of the Supplier, his agents, representatives or his Sub-Supplier's, or in connection with any claim based on lawful demands of Sub-Supplier's workmen suppliers or employees, the Supplier, shall in such cases indemnify and keep the Employer and/ or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

28.2 The Supplier shall, at its own expense, defend and indemnify the Employer against all third-party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof. The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees. The Employer will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.

28.3 The Supplier shall supply the Goods perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Sub-Supplier or third parties.

29 Supplier's Subordinate Staff and their Conduct

29.1 The Supplier, on or after award of the Supply shall name and depute a qualified Engineer having sufficient experience in carrying out supply of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for supply given. The Supplier shall also provide sufficient and qualified staff to superintend the execution of the Supply, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise this type of supplying. Whenever in the opinion of the Engineer-in-Charge/Project Manager additional properly qualified supervisory staff is considered necessary, they shall be employed by the Supplier without additional charge on accounts thereof. The Supplier shall ensure that Sub-Suppliers, if any, shall provide competent and efficient supervision, over the supply entrusted to them.

29.2 If and whenever any of the Supplier's or Sub-Supplier's agents, sub-agents, assistants, foremen, or other employees be guilty of any misconduct or be incompetent or

insufficiently qualified or negligent in the performance of their duties, it is undesirable for administrative or any other reason for such person or persons to be employed in the supply, the Supplier, shall at once remove such person or persons from employment thereon. Any person or persons so removed shall not again be employed in connection with the Supply. Any person so removed shall be immediately replaced at the expense of the Supplier by a qualified and competent substitute. Should the Supplier be requested to repatriate any person removed from the supply he shall do so and shall bear all costs in connection here with.

29.3 The Supplier shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Supplier shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Supplier shall be responsible therefore and relieve the Employer of all consequent claims or actions for damages or injury or any other grounds whatsoever. The Supplier shall be liable for any liability to Employer on account of deployment of Supplier's staff etc. or incidental or arising out of the execution of Contract.

29.4 The Supplier shall be liable for all acts or omissions on the part of his staff, Foremen and workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their supply or during their employment, which are connected directly or indirectly with the Contract.

29.5 If and when required by the Employer and Supplier's personnel entering upon the Employer's premises shall be properly identified by badges or gate passes which must be worn at all times on Employer's premises. Supplier may be required to obtain daily entry passes for his Staff/ Employees to supply within operating areas. These being safety requirements, no relaxations on this account shall be given to Supplier.

29.6 Supplier shall at all times provide Employer access to site and office during supply and also provide them with any data/ information sought for.

30 Supplier's Office at Site

30.1 The Supplier shall provide and maintain an office at the site for the accommodation of its agent and staff (including meeting room) and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The Supplier shall make provisions and arrangements at site locations for temporary office (Portacabin) including all basic amenities having electricity, furniture, Air Conditioning, Sanitation, toilet facilities, etc. at its own cost on behalf & purpose of the Employer and its staff and shall get the clearance of local authorities for setting up/construction of such facilities.

30.2 Bidders are required to consider all such temporary office construction cost into its account, while bidding. These facilities shall be provided till the final handing over of

the project to SECI. The Supplier shall ensure that the area is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area.

31 Sub-letting of Supplies

31.1 Sub-contracting for 100% of the contract on back-to-back basis shall not be permitted. Any part of the Contract nor any share or interest therein shall in any manner or degree be transferred, assigned, or sublet by the Supplier directly or indirectly to any person, firm, or corporation whatsoever without the consent in writing, of the Employer except as provided for in the succeeding Clause.

i) Sub-Contracts for Temporary Supplies

The Employer may give written consent to Sub-Contract for the execution of any part of the supplies at the site, being entered in to by Supplier provided each individual Sub-contract is informed to the Engineer-in-Charge/Project Manager.

ii) List of Sub-Suppliers to be supplied

The Supplier shall furnish to the Engineer-in-Charge/Project Manager list of all Sub-Suppliers or other persons, or firms engaged by the Supplier and supplying at the Site during the previous month with particulars of the general nature of the Subcontract or supply done by them.

iii) Supplier's Liability not Limited by Sub-Suppliers

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge/Project Manager shall have received copies of any Subcontracts, the Supplier shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such supply had been done directly by the Supplier. The Supplier shall bear all responsibility for any act or omission on the part of sub-Suppliers in regard to supply to be performed under the Contract.

iv) No Remedy for Action Taken under this Clause

No action taken by the Employer under the clause shall relieve the Supplier of any of his liabilities under the Contract or give rise to any right or compensation, extension of time or otherwise failing which the Employer shall have the right to remove such Sub-Supplier(s) from the site.

v) Termination/ Cancellation of Contract

Employer is nowhere liable for the communication, acts and deeds and performance of the sub-Supplier as engaged by the principal Supplier. Principal Supplier solely is responsible and liable for the entire execution of project and performance of contract. Subject to poor performance and prolonged delay of the project on account of inefficient sub-letting of the project supply, Employer may take a final decision

to terminate the contract of the principal Supplier which will be binding and non-revertible and henceforth no plea in this regard shall be entertained.

vi) Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub-Suppliers engaged by the Supplier in connection with the Performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Employer. Nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives or Sub-Suppliers and the Employer.

vii) Under no circumstances the sub-Supplier shall claim or shall put any binding to the Employer and at all times the sub-Supplier must be managed by the Supplier. The Employer shall not be responsible for any claims at any time by the Supplier in relation to the sub-Supplier.

viii) No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

ix) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

x) The Supplier shall be solely responsible for ensuring that his sub-Suppliers fulfil and comply with the statutory requirements of Labour and other Laws.

32 Delays by Employer or his Authorized representatives

32.1 In case the Supplier's performance is delayed due to any act or omission on the part of the Employer or his authorized representatives, then the Supplier may be given due extension of time for the completion of the supply after proper due diligence by Employer, to the extent such omission on the part of the Employer has caused delay in the Supplier's performance of his supply.

32.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Supplier to maintain the agreed Time Schedule of supply.

33 Action and Compensation in case of Poor/Non-compliant Supply

33.1 If, against documentary proofs, is established that any supply has been executed with unsound, imperfect supplies, or with materials of any inferior description, or that any materials or articles provided by the Supplier for the execution of the Supply are unsound,

or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, the Supplier shall on demand in writing from the Engineer-in-Charge/Project Manager specifying the Supply, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the Supply so specified and provide other proper and suitable materials or articles at his own cost.

33.2 In the case of any such failure, the Engineer-in-Charge/Project Manager may on expiry of notice period rectify or remove and re-execute the Supply or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the Supplier.

33.3 The decision of the Engineer-in-Charge/Project Manager as to any question arising under this clause shall be final and conclusive. No additional time for Project completion shall be granted for undertaking such replacement/ rectification supply by Supplier.

34 Suspension of Supply

34.1 Subject to the clause 34.2, the Supplier shall, if ordered in writing by the Engineer-in-Charge/Project Manager, or his representative, temporarily suspend the Supply or any part thereof for such written order, proceed with the Supply therein ordered to be suspended until, it shall have received a written order to proceed therewith. The Supplier shall not be entitled to claim compensation for any loss or damage sustained by it by reason of temporary suspension of the Supply aforesaid. However, suitable time extension may be considered at the sole discretion of the Employer.

34.2 In case of suspensions of entire Supply, ordered in writing by Engineer-in-Charge/Project Manager, for a period of more than 03 (Three) months, the Supplier shall have the option to terminate the Contract.

35 Limitation of Liability

35.1 Except in cases of criminal negligence or wilful misconduct,

i. Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Employer and

ii. The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Value, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Employer with respect to patent infringement.

35.2 Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Supplier shall not exceed the Total Contract Value, less payments already released to the Supplier, if any.

36 Guarantee/ Warranty

36.1 Guarantee/ Warranty as defined under Annexure-A, Scope of Supply and technical specifications will prevail in this clause.

36.2 The Supplier must ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

36.3 The Supplier shall transfer the warranty/ guarantees of the equipment as such from the OEM/ supplier in the name of the Employer. The period of the warranty / guarantee for each equipment shall be as per the "Technical Specifications".

36.4 During the period of Warranty / Guarantee the Supplier shall remain liable to replace any defective parts, that becomes defective in the plant, of its own manufacture or that of its sub-Suppliers, under the conditions provided for by the Contract under and arising solely from faulty design, materials, or workmanship & faulty operation/repair, provided such defective parts are not repairable at Site. After replacement, the Supplier is allowed to take back the defective parts to its supply at its expenses.

36.5 At the end of warranty/ guarantee period, the Supplier's liability shall cease subjected to fulfillment of its liability under Defect Liability Period. In respect of goods not mentioned for the warranty/ guarantee in "Technical Specifications", the Employer shall be entitled to the benefit of such guarantee given to the Supplier by the original Supplier or manufacturer of such goods.

37 Insurance

37.1 To the extent specified in the Contract Agreement, the Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

37.2 During the Contract period all insurance related expenses shall be borne by the Supplier. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that Employer shall not incur any financial loss, as long as the supply continues to remain under the custody of the Supplier.

37.3 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Supplier shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Supplier.

37.4 The Supplier shall arrange to supply/ rectify/ recover the materials without waiting for settlement of the insurance claim and even if the claim is unsettled for timely completion

of the project. The final financial settlement with the insurance company shall rest upon the Supplier.

37.5 In case of any delay of the project attributable to the Supplier, the Supplier himself in consultation with Employer shall take the extension of insurance. Any financial implications shall be borne by the Supplier.

37.6 The Supplier should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of supply for covering risk against any mishap to its workmen. The Supplier shall also undertake a Third-Party Insurance and shall at all times keep Employer indemnified against any Third-Party claims and shall arrange to settle them at the earliest. The Employer will not be liable for any such loss or mishap.

37.7 All other insurance like – transit insurance (Marine/ Cargo/ others as applicable) and workmen compensation shall be in the Supplier's scope & shall borne by the Supplier.

37.8 Employer shall be named as co – insured under all insurance policies taken out by the Supplier, except for the workmen compensation, third party liability and Employer's liability insurances. All insurers' rights of subrogation against such co – insured for losses or claims arising out of the performance of the contract shall be waived under such policies.

37.9 The insurance is to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity / act. The Supplier shall be responsible to take suitable insurance till the completion of the contract and indemnify the Employer from all associated risks whatsoever.

37.10 **Transit/Cargo Insurance**

In respect of all items to be transported by the Supplier to the Site of Supply and any consequential risks, the cost of transit insurance shall be borne by the Supplier and the quoted price shall be inclusive of this cost.

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's supply or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the supply equipment to be provided by the Supplier or its Sub Suppliers.

Amount	Deductible Limits	Parties Insured	From	To
110% of the Ex-works value of supply	Nil	Supplier & Employer	Supplier's warehouse	Project site storage area/warehouse

37.11 **Installation All Risks Insurance:**

Covering physical loss or damage to the BESS package at the Site, occurring prior to Completion of the Project, with extended maintenance coverage for the Supplier's

liability in respect of any loss or damage occurring during the Defect Liability Period while the Supplier is on the Site for the purpose of performing its obligations during the Defect Liability Period.

Amount	Deductible Limits	Parties Insured	From	To
110% of the Ex-works value of supply	Nil	Supplier, Sub Supplier & Employer	Receipt at site	Up to Defect Liability period

37.12 **Comprehensive General Liability Insurance**

a) This insurance shall protect the Supplier against all claims arising from injuries, disabilities, disease, or death of member of public or damage to property of others due to any act or omission on the part of the Supplier, his agents, his employees, his representatives, and Sub-Supplier's or from riots, strikes and civil commotion.

b) Supplier shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage, or any other risks in respect of its Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Supplier) and also cover the risk of damage to others materials/ equipment/ properties during supply. The value of third-party liability for compensation for loss of human life or partial/ full disablement shall be of required statutory value but not less than INR 02 (Two) Lakhs per death, INR 1.5 (One and Half) Lakhs per full disablement and INR 1 (One) Lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to INR 10 (Ten) Lakhs for death.

d) The Supplier shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by them at site to execute the supply.

e) The Supplier shall take out insurance policy in the joint name of Employer and Supplier from one or more nationalized insurance company from any branch office at Project site.

f) Any such insurance requirements as are hereby established as the minimum policies and coverage which Supplier must secure and keep in force must be complied with, Supplier shall at all times be free to obtain additional or increased coverage at Supplier's sole expenses.

37.13 **Damage to Property or to any Person or any Third Party**

i. Supplier shall be responsible for making good to any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of all the supply of the Employer, if such loss or damage is due to fault and/ or the negligence or willful acts or omission of the Supplier, his employees, agents, representatives or Sub-Suppliers.

ii. The Supplier shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Supplier. Third party liability risk shall be INR 1 (One) Lakh for single accident and limited to INR 10 (Ten) Lakhs.

iii. The Supplier shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's/ Employer's property arising under or by reason of this agreement, if such claims result from the fault and/ or negligence or willful acts or omission of the Supplier, his employees, agents, representative of Sub-Supplier.

37.14 **The Supplier shall also arrange suitable insurance to cover following during the Service and Maintenance Period:**

Machinery Breakdown: Electrical & or machinery breakdown of any machinery or other equipment resulting in costly repairs or even replacement of the BESS.

Business Interruption: Cover for period of operational downtime i.e., covering the cash flow of the BESS business as a result of an insured peril, for example fire or storm damage, machinery breakdown or equipment failure.

Property Damage: The insurance should cover material damage due to external causes such as fire, theft, vandalism, sabotage, hail damage, snow load, lightning strike, overload, operational mistakes, clumsiness, negligence & theft.

Employer's Liability: Provides cover against the risk of accident from usual workplace risks such as working at height & manual handling during installation & Service and Maintenance period.

Environmental Risk Insurance: Environmental damage coverage indemnifies SECI of the risk of either environmental damage done by their development or pre-existing damage on the development site.

38 Arbitration

38.1 If any dispute or difference or claim occurs between the Employer and the Supplier 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.

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

38.3 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.

38.4 In all other cases, any dispute submitted by a party to Arbitration shall be heard by an Arbitration Panel composed of three Arbitrators, in accordance with the provisions set forth below.

i. The Employer and the Supplier shall each appoint one Arbitrator, and these two Arbitrators shall jointly appoint a third Arbitrator, who shall chair the Arbitration Panel. If the two Arbitrators do not succeed in appointing a third Arbitrator within Thirty (30) days after the later of the two Arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third Arbitrator which shall be the President, Institution of Engineers.

ii. If one party fails to appoint its Arbitrator within thirty (30) days after the other party has named its Arbitrator, the party which has named an Arbitrator may request the Appointing Authority to appoint the second Arbitrator.

iii. If for any reason an Arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original Arbitrator. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator (s).

38.5 Arbitration proceedings shall be conducted in accordance with 'The Arbitration and Conciliation Act, 1996' and the rules made thereunder and for the time being in force.

38.6 The venue or arbitration shall be New Delhi.

38.7 The award of the arbitrator shall be final and binding on the parties to this contract.

38.8 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.

38.9 The Arbitrator(s) shall give reasoned award.

38.10 Notwithstanding any reference to the Arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

38.11 Cost of arbitration shall be equally shared between the Employer and the Supplier. 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.

38.12 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.

38.13 The language of the proceedings will be in English.

38.14 This Arbitration Clause shall continue to survive termination, completion, or closure of the Main contract for 120 days thereafter.

39 Safety Codes

39.1 Supplier shall adhere to safe supply practice and guard against hazardous, and unsafe working conditions and shall comply with Safety rules as set forth herein. Any hazardous material used during supply or used as part of the plant has to be taken back by the Supplier for recycling or dumping purpose after its operating life, so that it may not affect the environment or any living being. Suppliers shall fully comply with all environmental laws for the time being in force including Regulations issued by the State Pollution Control Board and the Notifications issued under the Environment (Protection) Act, 1986 from time to time, Hazardous Waste Management Rules in force from time to time.

39.2 In respect of all labour, directly or indirectly employed in the Supply for the performance of Supplier's part of this agreement, the Supplier shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution, The Electricity Act, The Mines Act and such other acts as applicable.

39.3 The Supplier shall observe and abide by all fire and safety regulations of the Employer. Before starting supply, Supplier shall consult with Employer's safety Engineers or Engineer-in-Charge/Project Manager and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the supply done or to be done under this agreement or to any of the Employer's/Employer's existing property.

40 Release of Confidential Information

40.1 The Supplier shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Supply under this Contract or description of the site dimensions, quantity, quality or other information, concerning the Supply unless prior written permission has been obtained from the Employer.

40.2 The Employer and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub Supplier(s) such documents, data and other information it receives from the Employer to the extent required for the Sub Supplier(s) to perform its supply under the Contract, in which event the Supplier shall obtain from such Sub Supplier(s) an undertaking of confidentiality similar to that imposed on the Supplier.

40.3 The Employer shall not use such documents, data and other information received from the Supplier for any purpose. Similarly, the Supplier shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, supply or such other supply and services as are required for the Performance of the Contract.

40.4 The obligation of a party above, however, shall not apply to that information which now or hereafter enters the public domain through no fault of that party can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

40.5 The above provisions of this RfE shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

40.6 The provisions of the above mentioned Clauses shall survive termination, for whatever reason, of the Contract.

41 Instructions to Bidders for Structuring of Bid Proposals in Response to RfE

The bidder shall submit single response to RfE. Submission of bid proposals by Bidders in response to RfE shall be in the manner described below:

i. Covering Letter as per **Format 7.1.**

ii. Power of Attorney from the Bidder/ Lead Member of JV/Consortium as per **Format 7.2A.**

In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the JV/Consortium shall be provided in original as per format attached hereto as **Format 7.2B.**

In the event any Member of the Bidding JV/Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

iii. Board Resolution, as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder or the Lead Member of the Consortium/JV, as applicable, in favour of the person signing the response to RfE. In addition to this, Board Resolution from each of the Consortium/JV Members in favour of the person signing Consortium/JV Agreement.

iv. In case of a Consortium/JV, the Consortium/JV Agreement between the Members in the Consortium/JV as per **Format 7.5**, along with Board resolution from each Member of the Consortium/JV for participating in Consortium/JV.

v. Undertaking as per **Format 7.6.**

vi. Format for Technical Requirement as per **Format 7.7**

vii. Format for Financial Requirement as per **Format 7.8** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder (or its affiliates).

viii. A disclosure statement as per **Format 7.9/7.9A** regarding participation of any related companies in the selection process.

ix. **Attachments**

a. Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development/ BESS.

    i. In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company at the time of bid submission, the bid submitted shall be treated as non-responsive and shall be rejected.

b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding JV/Consortium.

c. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfE

conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

d. Certified copies of annual audited accounts for the last 3 financial year, i.e. FY 2023-24, 2024-25, and 2025-26, duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.
e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
f. Signed and stamped copy of the First and Last Pages of RfE documents including amendments, clarifications if any.
g. Any other supporting documents as required as per Clause 52 and 53.

42 Important Notes and Instructions to Bidders

42.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

42.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfE.

42.3 If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfE, in any manner whatsoever, SECI reserves the right to reject such response to RfE and/or cancel the Letter of Empanelment, if issued, de-empanelment, permanent disqualification from participating in future SECI empanelment tenders, forfeiture of the Annual Empanelment Fee, immediate termination/reassignment of all active assignments, and inclusion in SECI's negative empanelment register. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfE.

42.4 Response submitted by the Bidder shall become the property of the SECI and SECI shall have no obligation to return the same to the Bidder.

42.5 All documents of the response to RfE (including RfE and subsequent Amendments/ Clarifications/ Addenda) submitted online must be digitally signed by the person authorized by PoA as per Format 7.2 or by the Board as per Format 7.3.

42.6 The response to RfE shall be submitted as mentioned in Clause 14 of the RfE. No change or supplemental information to a response to RfE will be accepted after the scheduled date and time of submission of response to RfE. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfE.

42.7 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be

translated in English language by certified translator and submitted.

42.8 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

42.9 Response to RfE that are incomplete, which do not substantially meet the requirements prescribed in this RfE, will be liable for rejection by SECI.

42.10 Response to RfE not submitted in the specified formats will be liable for rejection by SECI.

42.11 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

42.12 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfE shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

42.13 Only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfE.

42.14 All the financial transactions to be made with SECI empanelment fees, and any additional charges (if required), shall attract applicable taxes on each transaction, irrespective of the same being mentioned in the RfE.

43 Non-Responsive Bid

The response to RfE submitted by the bidder along with the documents submitted **offline** to SECI shall be scrutinized to establish "Responsiveness of the Bid". Each Bidder's response to RfE shall be checked for compliance with the submission requirements set forth in this RfE.

Any of the following conditions shall cause the Bid to be "Non-responsive":

(a) Non-submission of the requisite Cost of RfE and/ or Bid Processing Fee as mentioned in the Bid Information Sheet.
(b) The supporting documents submitted doesn't fulfil the qualification criteria mentioned in the RfE document.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

44 Method of Submission of Response to RfE by the Bidder

44.1 **Documents to be Submitted Offline**

The bidding envelope shall contain the following sticker:

RfE of Battery Energy Storage System (BESS) Suppliers	
RfE Reference No.	SECI/C&P/…….. dated …….
Submitted by	*(Enter Full name and address of the Bidder)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	**Executive Director (C&P)** **Solar Energy Corporation of India Limited** **F-300, Commercial Complex, World Trade Centre,** **Nauroji Nagar, New Delhi-110029.** **Tel No. 011-24666200** **Email –** pratikpr@seci.co.in, abhisekhsri@seci.co.in

The Bidder shall submit single technical bid containing the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

(a) Formats - 7.1, 7.2 (if applicable), 7.3, 7.4 (if applicable), 7.5, 7.6, 7.7,7.8 and 7.9/7.9A as elaborated in Clause 40 of the RfE.

(b) All attachments elaborated in Clause 41 of the RfE, under the sub-clause x. Attachments.

(c) All supporting documents regarding meeting the eligibility criteria.

(d) Scanned Copies of NEFT/RTGS details towards Bid Processing Fee as mentioned in Bid Information Sheet.

44.2 **Important Note:**

(a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.
All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

(b) In case a Bidder has paid Bid Processing Fee for this RfE and chooses not to participate in the bidding process (i.e. the Bidder does not submit the offline bid documents to SECI), the respective amounts paid to SECI will be refunded without any interest payment, to the respective Bidder.

45 Validity of the Response to RfE

The Bidder shall submit the response to RfE which shall remain valid up to the date as on 12 months from the last date of submission of response to RfE ("Bid Validity"). SECI reserves the right to reject any response to RfE which does not meet the aforementioned validity requirement.

46 Bid Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfE and participation in discussions and attending pre-bid meeting(s) etc. SECI shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

47 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

47.1 Clarifications/ Doubts, if any, on RfE document may be emailed. The format for submission of clarifications is available on the portal.

47.2 SECI will make efforts 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 to the SECI website. If necessary, amendments, clarifications, and elaborations shall be issued by SECI which will be notified on SECI web site. 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 up to 7 days therefrom, for submission of bids.

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

48 Right of SECI to Reject a Bid

SECI reserves the right to reject any or all of the responses to RfE or cancel the RfE or annul the bidding process at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender cancellation prior to opening of bids, the processing fee (if amount credited to SECI's account), without any interests shall be returned to the respective Bidders.

Note: In the event of opening of bids, bid processing fee will not be refunded. In such cases, refund of GST amount will be dealt with according to extant provisions of GST Act.

49 Post Empanelment Compliances

49.1 Timely submission of all the required documents will be the sole responsibility of Supplier. SECI shall not be liable for issuing any intimations/ reminders to Suppliers for timely completion of milestones and/ or submission of compliance documents.

49.2 Any checklist shared with Supplier by SECI for compliance of milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of RfE and Work Order must be submitted timely by the Supplier.

50 Grievance Redressal Mechanism/Complaint Handling System

Any bidder being aggrieved by any decision, action or omission by SECI during the procurement process may make an application against such grievances in writing within 10 days or any other time period, if any, as may be specified in the Bidding Documents,

from the date of such decision, action or omission. However, unsigned or anonymous applications shall not be entertained.

The authority to which the grievances are to addressed shall be the same under whose name the Invitation for bids/NIT has been issued.

The nominated Committee shall examine and deliberate the merits of the bidder's complaint and the decision shall be communicated in writing to the concerned bidder within 30 days from the date of receipt of the application or any other such period, if any, as may be specified in the Bidding Documents.

During procurement process prior to award of contract, the review shall be done for grievances of only those bidders who have participated in the procurement proceedings.

During the grievance redressal, information which impair the fair competition or is prejudicial to the legitimate commercial interests of one or more participating bidders shall not be disclosed.

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

i. Determination of need of procurement.

ii. Provisions limiting participation of bidders in the procurement process.

iii. The decision to enter into negotiations.

iv. Cancellation of a procurement process.

v. Applicability of provisions of confidentiality.

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

Short listing of Bidders will be based on the following Criteria:

51 General Qualification Criteria

Bidders participating in the RfE will be required to meet the following eligibility criteria (as applicable).

51.1 The Bidder shall be an Indian Company registered in India under Companies Act, 2013.

51.2 Joint Venture (JV)/Consortium of not more than 03 (Three) companies with one of the Companies as the Lead Member. In the case of a Joint Venture/Consortium, all partners shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV/Consortium shall nominate the Lead partner of the JV/Consortium who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV/Consortium during the Bidding process and, in the event the JV/Consortium is awarded the Contract, during contract execution. The Bid shall be signed by the authorized representative of the Lead partner of the JV/Consortium on behalf of the JV/Consortium, and so as to be legally binding on all the partners as evidenced by a Power of Attorney signed by their legally authorized representatives.

51.3 A Company, including its Affiliates/Parent/Ultimate Parent/Group Company, is not allowed to participate as part of more than 1 JV/Consortium under this tender.

51.4 The Joint Venture/Consortium Agreement should indicate precisely the responsibility of all partners of JV/Consortium in respect of planning, design, manufacturing, supply, and training. JV/ Consortium is also required to declare detailed scope of work to be executed by each partner of JV. All partners of JV/Consortium should have active participation in execution during the currency of the Contract. The composition or the constitution of the JV/Consortium shall not be varied/modified subsequently without prior approval of the Owner.

51.5 A Joint Venture (JV), may or may not be incorporated as a Registered Company.

51.6 A foreign company can also participate as a member of JV/consortium. In case of JV/Consortium, Lead member shall mandatorily be a Company registered under Companies Act, 2013. In case a Foreign Company is selected as the Successful Bidder as a member of JV/Consortium, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

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

51.8 Limited Liability Partnerships Firms, Proprietorships Firms, Partnerships Firms, NGOs, Charitable Trusts, and Educational Societies are not allowed to participate in the bidding process (either individually or in Joint Venture/ Consortium).

51.9 As on the bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder or any of its Affiliate including any Consortium Member or any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies. It shall be the sole responsibility of the bidder to inform Owner in case the bidder is debarred from bidding by any organization. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

52 Technical Eligibility Criteria

52.1 Bidders can participate through any one of the below mentioned qualifying routes under the respective tiers. The Bidder shall be considered meeting Technical Eligibility criteria, either from Route I or Route II in the respective tiers.

a. Tier I (Up to 100 MWh)

- The bidder should have manufactured and supplied or should have an order book for supply of Batteries designed for grid integration, for a minimum cumulative capacity of 10 MWh.

Or

- The bidder should have experience as integrator/supplier/aggregator of grid interactive BESS of minimum cumulative capacity of 10 MWh.

b. Tier II (more than 100 MWh upto 300 MWh)

- The bidder should have manufactured and supplied or should have an order book for supply of Batteries designed for grid integration, for a minimum cumulative capacity of 30 MWh.

Or

- The bidder should have an experience as integrator/supplier/aggregator of grid interactive BESS of minimum cumulative capacity of 30 MWh.

c. Tier III (more than 300 MWh upto 600 MWh)

- The bidder should have manufactured and supplied or should have an order book for supply of Batteries designed for grid integration, for a minimum cumulative capacity of 60 MWh.

Or

- The bidder should have experience as integrator/supplier/aggregator of grid interactive BESS of minimum cumulative capacity of 60 MWh.

d. Tier IV (more than 600 MWh upto 1000 MWh)

- The bidder should have manufactured and supplied or should have an order book for supply of Batteries designed for grid integration, for a minimum cumulative capacity of 100 MWh.

Or

- The bidder should have experience as integrator/supplier/aggregator of grid interactive BESS of minimum cumulative capacity of 100 MWh.

Note:

1. Under 'Route I', the entity should be an OEM/ manufacturer of Batteries, having an operational manufacturing line/facility with an annual throughput capacity commensurate to the minimum cumulative capacity demonstrated under Route I.

2. Integrator/ Supplier/ Aggregator under 'Route II' means, the agency/ entity which has supplied, installed/ supervised installation, commissioned/supervised commissioning of grid interactive Battery energy Storage system (BESS).

3. Grid interactive Battery Energy Storage System (BESS) shall consists of Battery System (BS), Power Conditioning System (PCS) & Energy Management System (EMS).

4. The bidders in Route I or II are required to submit the copies of Purchase Order/Supply order/Work order/Contract Agreement with the Client(s) (Work Order/Contract Agreement not required in case the bidder is owner of the project).

5. In case the response to RfE is submitted by a JV/Consortium, then the Lead member of the JV/Consortium shall meet individually not less than 50% of minimum Technical Eligibility Conditions. However, all the JV/Consortium members must meet collectively 100% Technical Eligibility Conditions.

The Bidder, including any Member of a JV/Consortium, may seek qualification on the basis of technical capability of its Parent, Holding, Subsidiary or Affiliate(s) for the purpose of meeting the qualification requirements.

53 Financial Eligibility Criteria

53.1 The Bidder must fulfil the following criteria of that respective tier's financial qualification requirements to be eligible for empanelment:

a. **Minimum Average Annual Turnover (MAAT):** The MAAT required to be eligible for empanelment under the respective tier shall be as per the table given below.

Tier	Minimum MAAT (in Crore)
Tier I (Up to 100 MWh)	27.90
Tier II (more than 100 MWh to 300 MWh)	83.70
Tier III (more than 300 MWh to 600 MWh)	167.40
Tier IV (more than 600 MWh to 1000 MWh)	279.00

MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. This must be the individual

Company's turnover and not that of any group of Companies. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor, should be compulsorily enclosed along with corresponding annual accounts.

AND

b. **Net worth**: The net worth of the bidder for the last financial year should be positive. "Net Worth" of the Bidder shall be calculated as per the Companies Act, 2013.

AND

c. **Working Capital:** The bidder should have a minimum Working Capital (WC) as per the table given below

Tier	**Minimum Liquidity/ Working Capital (in Crore)**
Tier I (Up to 100 MWh)	23.25
Tier II (more than 100 MWh to 300 MWh)	69.75
Tier III (more than 300 MWh to 600 MWh)	139.50
Tier IV (more than 600 MWh to 1000 MWh)	232.50

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from an Indian branch of a Scheduled Commercial Bank as listed on the website of Reserve Bank of India, as applicable on the date of issuance of letter, confirming availability of the line of credit to meet the working Capital requirement of the particular tier.

53.2 Note:

a. In case the response to RfE is submitted by a JV/Consortium, then the Lead partner of the JV/Consortium shall meet individually not less than 50% of minimum Financial Eligibility Conditions. However, all the JV/Consortium partners must meet collectively 100% Financial Eligibility Conditions. Herein, apart from the Lead partner, a minimum of 25% financial eligibility should be met individually by all other partners of the JV/Consortium.
b. In case of Consortium, all members should have positive Net worth.
c. The Bidder, including any Member of a Consortium, may seek qualifications on the basis of financial capability of either its Parent, Holding, Subsidiary or Affiliate for the purpose of meeting the qualification requirements. However, financial qualification will be determined on aggregate basis by adding the financial capability of the bidder with its Parent/affiliates/Holding/Subsidiary, whose financials have been submitted by the bidder.
d. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial years as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.
e. The bidder (or its affiliates) must submit annual financial audited statements for previous 3 financial year.

SECTION 5. BID EVALUATION AND EMPANELMENT OF SUPPLIERS

54 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfE. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

55 Evaluation of Bidders

55.1 The Bid submitted will be opened by SECI after the deadline for Offline bid submission.

55.2 Documents received after the bid submission deadline specified in the Bid Information Sheet or SECI website shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.

55.3 Subject to Clause 40 of the RfE, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfE. During the examination of bids, SECI may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 07 (seven) days from the date of such intimation from SECI. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.

55.4 The response to RfE submitted by the Bidder shall be scrutinized to General, Technical and Financial Qualification Criteria mentioned in the RfE for the Tier selected by the Bidder in the Format 7.1 (Covering Letter).

56 Empanelment of Bidders and issuance of NoE and LoE

56.1 At the end of empanelment process, Notification of Empanelment (NoE) will be issued to the Successful Bidder who have been empanelled as defined above in Clause 55. Subsequent to submission of requisite Empanelment Fees and Empanelment Bank Guarantee, the Letter of Empanelment (LoE) will be issued to the successful bidder.

56.2 Each Successful Bidder shall acknowledge the LoE and return duplicate of the same, duly signed and stamped by the authorized signatory of the Successful Bidder to SECI within 07 (Seven) days of issue of LoE, failing which it will be deemed to have been accepted by the Bidder.

56.3 If the Successful Bidder, to whom the LoE has been issued, does not fulfil any of the conditions specified in Bid document, then SECI reserves the right to annul/cancel the award of the Letter of Empanelment of such Successful Bidders.

56.4 In all cases, SECI's decision regarding empanelment of Bidders or annulment of tender process shall be final and binding on all participating bidders.

SECTION 6. DEFINITIONS OF TERMS

57 Following terms used in the documents will carry the meaning and interpretations as described below:

57.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.

57.2 **"AFFILIATE"** shall mean a company that, directly or indirectly,

i. controls, or
ii. is controlled by, or
iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means Ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors to the Board of Directors.

57.3 **"AFFECTED PARTY"** means Employer or the Supplier whose performance has been affected by an event of Force Majeure.

57.4 **"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 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.

57.5 "**APPROVED**" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "**APPROVAL**" means approval in writing including as aforesaid.

57.6 "**APPOINTING AUTHORITY**" for the purpose of arbitration shall be the person so designated by the Employer.

57.7 "**ARBITRATOR**" means the person or persons appointed under the contract by the Employer and the Supplier to make a decision on or to settle any dispute, differences or claims between the Employer and the Supplier and incudes the Arbitral Tribunal.

57.8 **"B.I.S.**" means specifications of Bureau of Indian Standards (BIS).

57.9 "**BID"** or **"PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the technical and financial qualifying requirements submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfE issued by SECI.

57.10 **"BIDDER"** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may

require; foreign companies participating in the bidding process must be registered as companies as per the rules of their country of origin.

57.11 **"BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfE under a Consortium Agreement.

57.12 **"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 bidders 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.

57.13 **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

57.14 **"CONTRACT YEAR"** shall mean the period beginning from the Effective Date of the Empanelment and ending on the date as on 12 months from the Effective Date of the Empanelment.

57.15 **"CONTROL"** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

57.16 **"CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium.

57.17 **"DAY"** shall mean calendar day.

57.18 **"EFFECTIVE DATE"** shall be the date of issuance of LoE, or any other date mentioned in LoE.

57.19 **"EQUITY"** shall mean Net Worth as defined in Companies Act, 2013.

57.20 **"FACILITY" or "FACILITIES"** shall mean the installed Package comprising of Battery Container, PCS, EMS, BMS, associated cables, etc.

57.21 **"GRID CODE REGULATIONS" or "GRID CODE"** shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.

57.22 **"GROUP COMPANY"** of a Company means

i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
iii. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through

the ownership of securities or agreement or any other arrangement or otherwise or;

iv. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

v. a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that entities which have Government shareholding, financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds, sovereign funds and funds managed by National Investment and Infrastructure Fund Limited shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

57.23 **"INTERESTED PARTIES"** shall mean a situation where control is equally distributed among interested parties in the Group Company;

57.24 **"InSTS"** means Intra-State Transmission System.

57.25 **"ISTS"** means Inter-State Transmission System.

57.26 **"JOINT CONTROL"** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).

57.27 **"LEAD MEMBER OF THE BIDDING CONSORTIUM"** or **"LEAD MEMBER"**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

57.28 **"LETTER OF EMPANELMENT"** or **"LoE"** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the empanelled Bidder.

57.29 "**kWh**" shall mean Kilo-Watt-hour.

57.30 **"LIMITED LIABILITY PARTNERSHIP"** or **"LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

57.31 **"LLC"** shall mean Limited Liability Company.

57.32 **"MEMBER IN A BIDDING CONSORTIUM"** or **"MEMBER"** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

57.33 **"MONTH"** shall mean calendar month.

57.34 **"NET-WORTH"** shall mean the Net-Worth as defined in section 2 of the Companies

Act, 2013.

57.35 "**MWh**" means Mega-Watt Hour.

57.36 "**NOTICE IN WRITING OR WRITTEN NOTICE"** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by Email/registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

57.37 **"PAID-UP SHARE CAPITAL"** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

57.38 **"PARENT"** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

57.39 **"PROJECT"** shall mean the RE Plant where the BESS shall be supplied by the Supplier.

57.40 **"PROJECT MANAGER"** or **"ENGINEER-IN-CHARGE"** or **"EIC"** shall mean the person appointed by the Employer (or the Employer's authorized representative) who shall be responsible for supervising the execution of the Works, administering the Contract, and acting on behalf of the Employer in all matters related to the Project. The Employer shall appoint and notify the Supplier the name of Project Manager or EIC.

57.41 **"PROMOTER"** shall mean Promoter as defined in the Companies Act, 2013.

57.42 **"RfE"** or **"RfE DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOCUMENTS"** shall mean the "Request for Empanelment" document issued by SECI along with subsequent clarifications and amendments thereof, vide RfE No. SECI/C&P/OP/11/0009/26-28 dated 17.11.2026.

57.43 **"SECI"** shall mean Solar Energy Corporation of India Limited.

57.44 **"SELECTED BIDDER"** or **"SUCCESSFUL BIDDER"** shall mean the Bidder selected pursuant to this RfE for empanelment.

57.45 **"SOLAR PV PROJECT"** or **"SOLAR POWER GENERATING SYSTEM/ STATION"** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.

57.46 **"TOE"** shall mean Tender Opening Event.

57.47 **"ULTIMATE PARENT"** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.

57.48 **"WEEK"** shall mean calendar week.

SECTION 7. SAMPLE FORMS & FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfE. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the RfE.

Format 7.1

COVERING LETTER

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

Ref. No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Entity*)

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

F-300, Commercial Complex, World Trade Centre,

Nauroji Nagar, New Delhi-110029

Sub: Response to RfE No. …….. dated …….. for ……(Insert title of the RfE)

Dear Sir/ Madam,

1. We, the undersigned ……. *[insert name of the 'Bidder']* having read, examined and understood in detail the RfE including Pre-Qualification and Qualification Requirements in particular, hereby submit our response to RfE.

2. We confirm that in response to the aforesaid RfE, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfE other than this response to RfE, directly or indirectly, in response to the aforesaid RfE (as mentioned in Format 7.9 under Disclosure) **OR** We confirm that in the response to the aforesaid RfE, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfE, and accordingly, we have submitted requisite undertaking as per Format 7.9A in this regard (*strike out whichever is not applicable*).

3. We also confirm that we, including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly, have not submitted response to RfE other than this response to RfE.

4. We are submitting application for empanelment under the following Tier:

S.No.	Tier	Participation (Yes/No)*
1	Tier I (upto 100 MWh)	

2	Tier II (More than 100 MWh to 300 MWh)	
3	Tier III (more than 300 MWh to 600 MWh)	
4	Tier IV (more than 600 MWh to 1000 MWh)	

**Select only one Tier for participation as per Technical and Financial Qualification Criteria.*

5. We give our unconditional acceptance to the RfE, dated …… *[Insert date in dd/mm/yyyy]*, attached thereto, issued by SECI. In token of our acceptance to the RfE document along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfE. We shall ensure that the Work Order is executed as per the provisions of the RfE and shall be binding on us.

6. We hereby declare that in the event our empanelment and we are not able to submit Empanelment Fees of requisite value(s) and Empanelment Bank Guarantee for the respective Tier, within due time as mentioned in Clause no. 21 and 22 of this RfE on issue of NoE by SECI and/ or we are not able to sign CA subsequent to award of Contract under the Stage-II within the timeline as stipulated in the RfE subsequent to our empanelment, SECI reserves the right to immediately de-empanel us, permanently disqualify us from participating in future SECI empanelment tenders and forfeit our Annual Empanelment Fee.

7. We have submitted our response to RfE strictly as per Section 7 (Sample Forms and Formats) of this RfE, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

8. Acceptance:-

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 shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfE and all claims in respect of this process.

We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of empanelment according to our preference as above and in line with the provisions of the RfE, shall be binding on us.

9. <u>Familiarity with Relevant Indian Laws & Regulations:-</u>

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 and execute the Contract Agreement(s), in the event of our selection as Successful Bidder.

10. We are submitting our response to the RfE with formats duly signed as desired by you in the RfE online for your consideration.

11. It is confirmed that our response to the RfE is consistent with all the requirements of submission as stated in the RfE, including all clarifications and amendments and subsequent communications from SECI.

12. The information submitted in our response to the RfE 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.

13. We confirm that all the terms and conditions of our Bid are valid for a period up to the date as on 12 months from the last date of submission of response to RfE.

14. 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: ……

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

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.2-A

FORMAT FOR POWER OF ATTORNEY

(Applicable for Bidding Company/Lead Member of the JV/Consortium)

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

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

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

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

Signed by the within named

…….. (Insert the name of the executant company) through the hand of

Mr. ……

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

Dated this …… day of ……

Accepted

……..

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

……

(Signature of the executant)

(Name, designation and address of the executant)

……

Signature and stamp of Notary of the place of execution

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

WITNESS

1.……(Signature)

Name……..

Designation……

2.……(Signature)

Name……..

Designation ……

Notes:

1. *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.*
2. *The person authorized under this Power of Attorney, in the case of the Bidding Company/ Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Indian Rupees Five Crores, should be the Managing Director/ Whole Time Director/ Manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a Board Resolution duly passed by the Company.*
3. *Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board Resolution/Power of Attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*

Format 7.2-B

FORMAT FOR POWER OF ATTORNEY

(Applicable in case of JV/Consortium)
(To be provided by each of the other members of the JV/Consortium in favor of the Lead Member)
(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

KNOW ALL MEN BY THESE PRESENTS THAT M/s……. having its registered office at ……., …., and M/s ……. having its registered office at ……., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ……. (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated……. and having agreed to appoint M/s……..…as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s…….……..a company incorporated under the laws of ……..……and having its Registered/ Head Office at ……..…….as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfE No……..

We also authorize the said Lead Member to undertake the following acts:

i) To submit on behalf of Consortium Members response to RfE.
ii) To do any other act or submit any information and document related to the above response to RfE Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of Contract Agreement.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s ……., as the Member of the Consortium have executed these presents on this……. day of .....under the Common Seal of our company.

For and on behalf of Consortium Member

M/s…….

---------- (Signature of person authorized by the board)

(Name
Designation
Place:

Date:)
Accepted

(Signature, Name, Designation and Address
of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: ----------
Date: ----------

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfE.

Format 7.3 A

FORMAT FOR BANK GUARANTEE TOWARDS EMPANELMENT BANK GUARANTEE

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

Reference: …….
Bank Guarantee No.: .....…
Date: .....……...

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Supplier) submitting the response to RfE inter alia for **Selection of BESS Supplier for 600 MW/1200 MWh Battery Energy Storage System (BESS) along with 15 years of Comprehensive Maintenance,** in response to the RfE dated…… issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfE of ……[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Supplier and issuing Notification of Award No. _____ to _____ (*Insert Name of selected Supplier*) as per terms of RfE.

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until ……. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

SECI shall be entitled to invoke this Guarantee till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 21 of this RfE].

Signature: _____
Name: _____
Power of Attorney No.: _____
For
_____ *[Insert Name and Address of the Bank*] __

Contact Details of the Bank:

E-mail ID of the Bank:
Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1. …….

Signature
Name and Address

2. …….

Signature
Name and Address

Notes:

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

Format 7.3 B

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU OF CPG)

No. Date

SECI, **Registered**

_____,

_____

Reg: M/s _____(insert name of the Supplier)– Issuance of Payment on Order Instrument for an amount of Rs._____

Dear Sir,

1. It is to be noted that M/s. _____(insert name of the POI issuing Agency) **('REC/PFC')** has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.

2. At the request of M/s _____, this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees_____(in words)). This Payment on Order Instrument comes into force immediately.

3. In consideration of the ----- [Insert name of the Supplier] (hereinafter referred to as selected Supplier) submitting the response to RfE inter alia for **Selection of BESS Supplier for 600 MW/1200 MWh Battery Energy Storage System (BESS) along with 15 years of Comprehensive Maintenance,** in response to the RfE dated…… issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfE of ……[insert the name of the selected Supplier] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Supplier and issuing Notification of Award No ------- to (Insert Name of selected Supplier) as per terms of RfE.

4. As per the terms of the RfE, the _____ [insert name & address of PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only, on behalf of M/s _____ [Insert name of the selected Supplier].

5. In consideration of the above facts, REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words…….) to SECI on the following conditions:-

   (a) REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;

(b) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;

(c) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

(d) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc;

(e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

(f) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the Supplier, to make any claim against or any demand against the Supplier or to give any notice to the Supplier;

(g) The POI shall be the primary obligation of REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Supplier;

(h) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;

6. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto_____ and REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs……..and REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated.

7. In pursuance of the above, REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

8. SECI shall be entitled to invoke this Guarantee till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 21 of this RfE].

Thanking you,

Yours faithfully
For and on behalf of
M/s. _____
(Name of the POI issuing agency).

( )
General Manager (TS)

Copy to:-

M/s. __PP_____

_____

_____ As per their request

( )
General Manager (TS)

Format 7.3 C

FORMAT OF INSURANCE SURETY BOND TOWARDS CPG

(To be stamped in accordance with stamp act of India)

Insurance Surety Bond No.:
Date:

To
Solar Energy Corporation of India Limited,
F-300, Commercial Complex, World Trade Centre,
Nauroji Nagar, New Delhi-110029

Dear Sir,

In consideration of Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [*Insert name of Supplier*]..... with its Registered/Head Office at..... (Hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), **for 600 MW/1200 MWh Battery Energy Storage System (BESS) along with 15 years of Comprehensive Maintenance**, in response to the RfE No. ……. dated……, issued by SECI by issuing Notification of Award No. ……dated…….. and the same having been unequivocally accepted by the Supplier, and the Supplier having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees ……..[*Total Value*] only.

We ..... [*Name & Address of the Insurer*] ..... having its Head Office at ..... (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay SECI unequivocally, irrevocably and unconditionally, on demand any and all amount to the extent of amount up to and not exceeding Indian Rupees _____ [*Total Value*] on behalf of M/s _____ [*Insert name of the selected Supplier*] at any time up to ..... [*days/month/year*] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of SECI and further agrees that the guarantee herein contained shall be enforceable till SECI discharges this guarantee.

SECI shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Supplier for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, SECI shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract Agreement between SECI and Supplier or any other course or remedy or security available to SECI.

The Insurer shall not be released of its obligations under these presents by any exercise by SECI of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of SECI or any other indulgence shown by SECI or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that SECI at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that SECI may have in relation to the Supplier's liabilities.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

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

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ *[Insert name of the* Supplier*]* and/ or any other person. The Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

The Insurer acknowledges that this Insurance Surety Bond is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the RfE.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR …….. (Indian Rupees …… only) and

it shall remain in force up to and including ..... and shall be extended from time to time for such period, as may be desired by M/s .....[Supplier's Name] on whose behalf this Insurance Surety Bond has been given. SECI shall be entitled to invoke this Guarantee till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 21 of this RfE].

Dated this ..... day of ..... 20..... at.....

.....
(Signature)
.....
(Name)
.....
(Designation with Insurer stamp)
Email id of the Branch for confirmation of this Bond: …….
Power of Attorney No. .....
Date.....

WITNESS :
1.....
(Signature)
.....
(Name)
.....
(Official Address)
2. .....
(Signature)
.....
(Name)
.....
(Official Address)

Notes :

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. SECI shall be the Creditor, the Supplier shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.

Format 7.4

FORMAT FOR BOARD RESOLUTIONS

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

RESOLVED THAT Mr/ Ms……., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfE vide RfE No. _____for _____(insert title of the RfE), including signing and submission of all documents and providing information/ response to RfE to Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project. (***To be provided by the Bidding Company or the Lead Member of the Consortium***)

(In case of JV/Consortium, the following clause will be added.)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ---------- [*Insert the name of other Members in the Consortium*] and Mr/ Ms……., be and is hereby authorized to execute the Consortium Agreement. (***To be provided by each Member of the Bidding Consortium including Lead Member***)

(Signature, Name and Stamp of Company Secretary)

DIN No./ CS registration No…….

Notes:

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

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this ___ Day of _____ Two Thousand _____ between M/s _____ [*Insert name of Lead Member*] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfE and execution of Contract Agreement (in case of award), against RfE No. _____dated _____issued by Solar Energy Corporation of India Limited (SECI) a Company incorporated under the Companies Act, 2013, and having its Registered Office at F-300, Commercial Complex, World Trade Centre, Nauroji Nagar, New Delhi-110029

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS SECI desires to procure DC Package under RfE for _____ (insert title of the RfE);

WHEREAS, SECI had invited response to RfE vide its Request for Selection (RfE) dated _____

WHEREAS the RfE stipulates that in case response to RfE is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by SECI wherein the Consortium Members fulfills all other requirements under Qualification Criteria and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Consortium, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s_____), shall act as the Lead

Member as defined in the RfE for self and agent for and on behalf of Member-2, _____, Member-n and to submit the response to the RfE. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

2. In requirement of the award of the Contract by SECI to the Consortium Partners, we, the Parties do hereby undertake that M/s…… shall act as Lead Partner and further declare and confirm that we the parties to the Consortium shall jointly and severally be bound unto the SECI for the successful performance of the Contract and shall be fully responsible for the obligations under the RfE.

3. In case of any breach or default of the said Contract by any of the parties to the Consortium, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations under the RfE/ Contract Agreement. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Further, if SECI suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to SECI, on its demand without any demur. It shall not be necessary or obligatory for SECI to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), SECI can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Contract to SECI.

6. It is expressly understood and agreed between the Parties to this Agreement that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (to be suitably appended by the Parties along with this Agreement in its bid) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

7. It is also understood that this Agreement is provided for the purposes of undertaking joint and several liabilities of the partners to the Consortium for submission of the bid and performance of the Contract and that this Agreement shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Consortium, other than the express provisions of the Contract.

8. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

9. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Guarantee from a bank in favour of SECI in the currency/ currencies of the Contract.

10. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till SECI discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

11. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfE.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the CONTRACT AGREEMENT except with prior written consent of SECI.

15. This Agreement

a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfE and Contract Agreement.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s---------- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature----------

Name:

Address:

2) Signature ----------

Name:

Address:

For M/s---------- [Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature ----------

Name:

Address:

2) Signature ----------

Name:

Address:

For M/s---------- [Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature ----------

Name:

Address:

(2) Signature ----------

Name:

Address:

_____

Signature and stamp of Notary of the place of execution

Format 7.6

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfE vide RfE No. _____dated_____, that as on _____ [Insert last date of bid submission], M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on _____ [Insert last date of bid submission], M/s _____ (insert name of the Bidder) & any of its Affiliate including any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies.

(Name and Signature of the Authorized Signatory)

Format 7.7

FORMAT FOR TECHNICAL REQUIREMENT

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

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidder*)
Tel. #:
E-mail address#

To
Solar Energy Corporation of India Limited

F-300, Commercial Complex, World Trade Centre,

Nauroji Nagar, New Delhi-110029

Sub: Response to RfE No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidder is meeting the Technical Eligibility Requirements as per the provisions of the RfE.

Order no., Order date and description of the order	**Name of the Client, full address and contact details of the Officer in charge**	**Date of commencement of order, Schedule Completion timeline**	**Date of Actual Completion and reasons for delay, if any**	**Supporting documents submitted***

*Work order/Contract/Agreement/LOA and proof of Completion issued by Client.

Dated the_____day of_____, 20___.
Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution.

Format 7.8

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of JV/Consortium)

Ref. No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of JV/Consortium*)

_____

_____

Tel.#:

E-mail address

To
Solar Energy Corporation of India Limited
F-300, Commercial Complex, World Trade Centre,
Nauroji Nagar, New Delhi-110029

Sub: Response to RfE No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding JV/Consortium is meeting the financial eligibility requirements as per the provisions of the RfE. Accordingly, the Bidder is fulfilling the Minimum Average Annual Turnover (MAAT) criteria, by demonstrating a MAAT of Rs…….. Cr. (…… in words) in the last three financial years.

This MAAT has been calculated in accordance with instructions provided in Clause 56.1 of the RfE.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the MAAT as per following details:

Name of Bidding Company	Name of entity whose MAAT is to be considered	Relationship with Bidding Company*	Last three Financial Year	Annual Turnover (in INR)
Company 1	**Self**	**Self**	FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (Self)				
In case of Parent/ Holding/ Subsidiary/ Affiliate			FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (Affiliate)				

Minimum Average Annual Turnover (Combined)	

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of either Parent/ Holding/ Subsidiary/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a Practicing Company Secretary/ Chartered Accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding JV/Consortium
(To be filled by each Member in a Bidding JV/Consortium separately)
Name of Member: [*Insert name of the Member*]
For the above calculations, we have considered the MAAT as per following details:

Name of Bidding Company	Name of entity whose MAAT is to be considered	Relationship with Bidding Company*	Last three Financial Year	Annual Turnover (in INR)
Company 1	**Self**	**Self**	FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (Self)				
In case of Parent/ Holding/ Subsidiary/ affiliate			FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (affiliate)				
Minimum Average Annual Turnover of Company 1				
Company 2			FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (Self)				
In case of Parent/ Holding/ Subsidiary/ affiliate			FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (affiliate)				
Minimum Average Annual Turnover of Company 2				

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of either Parent/ Holding/ Subsidiary/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a Practicing Company Secretary/ Chartered Accountant is required to be attached with the format.*

Further, we certify that the Bidding Company/ Member in the Bidding JV/Consortium, is fulfilling the Net-Worth Criteria, by demonstrating a Net-Worth of INR _____ (_____in words) as on the end of Financial Year 2024-25.

For the above calculations, we have considered the Net-worth as per following details:

Name of Bidding Company/ Member of JV/Consortium*	Net-Worth (in INR)
Self	
In case of Parent/ Holding/ Subsidiary/ affiliate	

**In case of Consortium, the Net Worth of each member of JV/consortium shall be written separately.*

Further, we certify that the Bidding Company/Member in the Bidding JV/Consortium is fulfilling the minimum Working Capital criteria as mentioned in the RfE, by demonstrating a Working Capital of INR _____(in words) as on the end of Financial Year 2024-25.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Working Capital as per following details:

Name of Bidding Company	Name of entity whose Working Capital is to be considered	Relationship with Bidding Company*	Working Capital (in INR)
Company 1	Self	Self	
In case of Parent/ Holding/ Subsidiary/ affiliate			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of either Parent/ Holding/ Subsidiary/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a Practicing Company Secretary/ Chartered Accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding JV/Consortium
(To be filled by each Member in a Bidding JV/Consortium separately)
Name of Member: [*Insert name of the Member*]

For the above calculations, we have considered Working Capital as per following details:

Name of Consortium Member Company	Name of entity whose Working Capital is to be considered	Relationship with Bidding Company* (if any)	Working Capital (in INR)
Company 1	Self	Self	

In case of Parent/ Holding/ Subsidiary/ affiliate			
Company 2	Self	Self	
In case of Parent/ Holding/ Subsidiary/ affiliate			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of either Parent/ Holding/ Subsidiary/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a Practicing Company Secretary/ Chartered Accountant is required to be attached with the format.*

(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 Net Worth, Minimum Average Annual Turnover and Working Capital 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.

(i) In case of the Bidder choosing to meet the Working Capital criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfE.

Format 7.9

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

DISCLOSURE

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium*)
Tel. #: Fax#:
E-mail address#
To
(Enter Address of SECI)

Sub: Response to RfE No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfE Selection process for the RfE No._____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare and confirm that in terms of the definitions of the RfE, M/s _____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect Control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfE/Contract Agreement including but not limited to cancellation of our response to this RfE and NoA/Contract Agreement as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

Dated the_____day of_____, 20___.
Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.9A

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium*)
Tel. #:
Fax#:
E-mail address#
To
[Enter Address of SECI]

Sub: Response to RfE No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfE, M/s _____ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s _____ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfE, i.e. RfE No._____.

We undertake that M/s _____(enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfE by M/s _____ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfE, we are not complicit with other such bidders participating in this RfE, in which M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare and confirm that in terms of the definitions of the RfE, M/s _____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfE/Contract Agreement

including but not limited to cancellation of our response to this RfE and NoA/Contract Agreement as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

Dated the_____day of_____, 20___.
Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Annexure-A

DETAILED SCOPE OF WORK FOR BESS SUPPLIER (IN CASE OF AWARD OF PROJECT)

The following details the scope of work to be executed by the empaneled BESS Supplier, in the event of award of a project-specific contract pursuant to Stage-II financial bidding. Prospective empanelled parties may undertake the scope in part or entirety, as specified in the respective project- specific bid documents. Balance of Plant (BoP) and civil works for the BESS yard shall be procured separately by SECI/the project entity and do not form part of this Scope of Work.

B.1 Scope of Supply

- Supply of BESS DC Blocks, Battery Management System (BMS), enclosures, Thermal Management System (TMS), and Fire Suppression System (FSS), as specified in the project-specific bid document.
- Supply of Power Conditioning System(s) (PCS), including associated switchgear/protection as specified in the project-specific technical specifications.
- Supply of mandatory spares, tools & tackles, and consumables required for commissioning and initial operation, as specified in the project-specific bid document.

B.2 Scope of Services

(i) Design & Engineering

- Detailed design engineering of the BESS DC Blocks, PCS, and associated systems, including system sizing, thermal management, and fire safety design, in accordance with the project- specific technical specifications and applicable codes/standards.
- Preparation and submission of design documents, single line diagrams, and datasheets for review/approval by SECI/the project entity prior to manufacture.

(ii) Energy Management System (EMS) Integration

- Supply and integration of the Energy Management System (EMS) and data communication network with the Balance of Plant SCADA, for real-time monitoring and control of the BESS.

(iii) Testing & Commissioning

- Factory Acceptance Testing (FAT) of DC Blocks, PCS, and associated equipment prior to dispatch, as per the test protocols specified in the project-specific technical specifications.
- Site installation, integration, and commissioning of the supplied equipment, including interconnection with the BoP/grid interface provided by others.
- Performance validation and safety checks at site, including capacity/efficiency testing, protection scheme testing, and safety compliance verification, prior to commissioning.
- Seamless handover of the commissioned BESS to the asset owner/SECI/project entity upon successful completion of acceptance testing, along with all supporting test reports

and certificates.

(iv) Documentation

- Submission of as-built drawings, Operation & Maintenance (O&M) manuals, and equipment datasheets/certificates for the supplied systems.
- Submission of warranty certificates and compliance documentation against the technical standards specified.

(v) Training (where specified in the project-specific scope)

- Training of the asset owner's/O&M contractor's personnel in safe operation, monitoring, and basic troubleshooting of the supplied BESS equipment.

(vi) Co-ordination with SECI's Balance of Plant Contractor

• Design and implementation of interface sub-systems like Plant Earthing, Data Communication, Grid Integration studies.

B.3 Warranty & Defect Liability

- The BESS Supplier shall provide comprehensive warranty for the supplied DC Blocks, PCS, EMS, and associated equipment for the period specified in the project-specific bid document, covering defects in design, material, and workmanship.
- Performance/degradation guarantees for the battery system (e.g., capacity retention, round-trip efficiency) shall be specified and warranted as per the project-specific technical specifications.

B.4 Exclusions

- Balance of Plant (BoP) – including but not limited to civil works, structures, cabling beyond the BESS yard battery limit, and grid-interconnection infrastructure – shall be procured separately by SECI/the project entity and does not form part of the BESS Supplier's scope under this empanelment.
- Operation & Maintenance (O&M) of the BESS post-commissioning shall be specified separately on a project-specific basis and is not included within the standard scope above, unless specifically included in a given project's bid document.

B.5 Compliance with Technical Standards

- All equipment/systems supplied under the project-specific contract shall comply with the applicable technical standards specified at Annexure-I to the Note on Empanelment of BESS Suppliers dated 23.03.2026 (Safety Standards, Safety-during-Transport Standards, Thermal Runaway Standards for cells/modules, and applicable standards for the BESS Power Conditioning System), as well as the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, with the latest amendments. The BESS Supplier shall furnish documentary evidence of compliance/certification against the standards applicable to the equipment offered, as part of its project-specific technical bid.