



Request for Proposals for Selection of BESS Supplier for 600 MW/1200 MWh Battery Energy Storage System (BESS) along with 15 years of Comprehensive Service and Maintenance (DC Package)

RfP No. SECI/C&P/OP/15/0001/25-26 dated 04.08.2025

Tender Search Code on ISN-ETS: SECI-2025-TN000015

***Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi – 110023
Tel: 011 - 24666200, e-mail : contracts@seci.co.in***

DISCLAIMER

- I. Though adequate care has been taken while preparing the RfP 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 RfP 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 RfP 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.
- IV. The specifications mentioned for all the equipment which include PCS, DC cables, inverter duty and power transformers, Instrument Transformers, LT/ HT cables, interfacing panels, switchgear & other associated equipment etc., to complete the power generation and evacuation to the designated substation, in the present bidding documents are for **reference** only. It is subject to revise/ alter as per the design/ planning/ good engineering practices etc., to be carried out by the selected bidder, to the satisfaction of the Employer or its authorized representatives. It is advised that the bidders must satisfy himself with the prevailing site conditions before design/ plan. The design must be optimized as per the site conditions and directed to achieve the maximum output from the installed capacity at all times. Moreover, the components not separately mentioned, but are required to complete the plant for operation is also included in the scope of bidder and shall be vetted by the Employer or its authorized representatives.
- V. All rights reserved. No part of this document may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of SECI, except in the case of brief quotations embodied in critical reviews and certain other non-commercial uses permitted by copyright law.
- VI. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi

Date: 04.08.2025

BID INFORMATION SHEET

The brief details of the RfP are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Scope of Supply & Work includes Design & Engineering, Manufacturing, Testing at manufacturers works, Inspections, Packing and Forwarding, Supply, Receipt, Unloading and Storage at site, Services, 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 for “ 600 MW / 1200 MWh Battery Energy Storage System (BESS) ”, and Performance demonstration with associated equipment and materials on turnkey basis along with 15 (Fifteen) years of Comprehensive Maintenance from the date of Commissioning of the Project.				
(B)	RfP NO. & DATE	SECI/C&P/OP/15/0001/25-26 dated 04.08.2025				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center; padding: 5px;">SINGLE BID SYSTEM</td><td style="width: 40%; text-align: center; padding: 5px;"><div style="border: 1px solid black; height: 20px; width: 100%;"></div></td></tr> <tr> <td style="text-align: center; padding: 5px;">TWO BID SYSTEM</td><td style="text-align: center; padding: 5px;"><div style="border: 1px solid black; height: 20px; width: 100%; text-align: center;">Yes</div></td></tr> </table>	SINGLE BID SYSTEM	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	TWO BID SYSTEM	<div style="border: 1px solid black; height: 20px; width: 100%; text-align: center;">Yes</div>
SINGLE BID SYSTEM	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>					
TWO BID SYSTEM	<div style="border: 1px solid black; height: 20px; width: 100%; text-align: center;">Yes</div>					
(D)	TYPE OF RfP/ TENDER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center; padding: 5px;">E-TENDER</td><td style="width: 40%; text-align: center; padding: 5px;"><div style="border: 1px solid black; height: 20px; width: 100%; text-align: center;">Yes</div></td></tr> <tr> <td style="text-align: center; padding: 5px;">MANUAL</td><td style="text-align: center; padding: 5px;"><div style="border: 1px solid black; height: 20px; width: 100%;"></div></td></tr> </table>	E-TENDER	<div style="border: 1px solid black; height: 20px; width: 100%; text-align: center;">Yes</div>	MANUAL	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
E-TENDER	<div style="border: 1px solid black; height: 20px; width: 100%; text-align: center;">Yes</div>					
MANUAL	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>					
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfP Document				
(F)	DOCUMENT FEE/ COST OF RfP DOCUMENT (NON- REFUNDABLE)	Free of Cost				
(G)	BID PROCESSING FEE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center; padding: 5px;">APPLICABLE</td><td style="width: 40%; text-align: center; padding: 5px;"><div style="border: 1px solid black; height: 20px; width: 100%; text-align: center;">Yes</div></td></tr> <tr> <td style="text-align: center; padding: 5px;">NOT APPLICABLE</td><td style="text-align: center; padding: 5px;"><div style="border: 1px solid black; height: 20px; width: 100%;"></div></td></tr> </table> <p style="margin-top: 5px;">Rs. 25,000 + GST for the response to RfP, to be submitted through NEFT/RTGS transfer in the account of SECI, along</p>	APPLICABLE	<div style="border: 1px solid black; height: 20px; width: 100%; text-align: center;">Yes</div>	NOT APPLICABLE	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
APPLICABLE	<div style="border: 1px solid black; height: 20px; width: 100%; text-align: center;">Yes</div>					
NOT APPLICABLE	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>					

		with the response to RfP.					
(H)	EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>	<p>Amount: INR 4,21,600/- per MW (Indian Rupees Four Lakhs Twenty-One Thousand and Six Hundred only per MW) to be submitted in the form of Bank Guarantee/PoI/Surety Bond along with the response to RfP</p>
APPLICABLE	<input type="text" value="Yes"/>						
NOT APPLICABLE	<input type="text"/>						
(I)	CONTRACT PERFORMANCE SECURITY	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>	
APPLICABLE	<input type="text" value="Yes"/>						
NOT APPLICABLE	<input type="text"/>						
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal and/or SECI website.					
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal					
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal					
(M)	e-REVERSE AUCTION (e-RA)	<p>Will be informed to eligible bidders.</p> <p>Date and time of e-RA shall be intimated through email.</p>					
(N)	CONTACT DETAILS OF ISN-ETS PORTAL	<p>M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com</p>					
(O)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfP)	<p>Sh. Atulya Kumar Naik Executive Director (Contracts & Procurement) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023 Email: contracts@seci.co.in</p>					

(P)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	1) Sh. Pratik Prasun Sr. Manager (C&P) Contact No.: 011-24666237 pratikpr@seci.co.in 2) Sh. Abhisekh Srivastav Manager (C&P) Contact No.: 011-24666260 abhisekhsri@seci.co.in 3) Sh. Swapnil Gandhi Sr. Engineer (C&P) Contact No.: 011-24666359 swapnil.gandhi@seci.co.in
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- Bids must be submitted strictly in accordance with Section-2 and 3 of the RfP, 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 RfP documents and not to stipulate any deviations/ exceptions.
- Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfP, may download the complete RfP document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of RfP 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 RfP document through the websites <https://www.bharat-electronictender.com> and www.seci.co.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.seci.co.in and the details will be available only from <https://www.bharat-electronictender.com>.

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 As reliance on RE increases, the grid experiences stress during evening and morning peaks when sufficient RE is not available, necessitating additional power dispatch. Energy Storage Systems (ESS) plays a vital role in successfully integrating RE into the grid and assisting grid operators in managing these fluctuations in demand and RE supply. ESS connected to solar pooling stations also help in maximizing the capacity utilization of RE transmission systems.
- 1.3 The Central Government has sanctioned the Central Sector Scheme for Viability Gap Funding for development of Battery Energy Storage Systems (BESS) in India. Launched in 2023, the Scheme currently targets installation of 30 GWh Standalone BESS capacity in India by 2028. SECI has been allocated a total capacity of 600 MW/1200 MWh under the Tranche-2 of Market Component of the above Scheme. The BESS capacity shall be discharged through power exchange(s) during the hours specified by SECI.
- 1.4 SECI intends to setup the 600MW/1200MWh Battery Energy Storage System (BESS) interconnected with Kurnool-3 Substation of the ISTS Network for implementing a Market based Operation of BESS at Kolimigundla, Nandyal District, Andhra Pradesh under the “*Operational Guidelines for Tranche-2 of Market Component of Scheme for Viability Gap Funding for development of Battery Energy Storage Systems*” vide F. No. 26/02/2023-RCM/NRE dated 23.01.2025 issued by Ministry of New & Renewable Energy (MNRE), along with subsequent amendments and clarifications thereof.
- 1.5 In line with the above, SECI hereby invites proposals to participate in the tender for “Design, Engineering, Manufacturing, Testing, Packaging and Forwarding, Supply and Transportation, Erection, Testing and Commissioning of **600 MW / 1200 MWh Battery Energy Storage System (BESS)** along with 15 (Fifteen) years of Comprehensive Service and Maintenance”.
- 1.6 For the purpose of all procurement activities related to the said works, SECI shall be referred to as ‘SECI’ or ‘Employer’ and the Selected Bidder shall be referred to as “BESS Supplier” or “Supplier”.
- 1.7 SECI will release NoA on LSTK (Lump Sum Turn Key) basis for the DC Package to the Successful Bidder selected based on the terms, conditions and provisions of the RfP document. Subsequent to the issuance of the NoA, the DC Package shall be awarded in following respective parts as mentioned below: -

- (i) **Contract Agreement (CA):** For providing the Ex Works-Supply, materials including mandatory spares and any other supplies specified in the RfP documents under the scope of Supply including all related services i.e., including transportation and insurance of all Supplies, unloading at site, storage, handling at site, erection, installation, testing and commissioning of BESS including performance demonstration in respect of all the equipment supplied under the scope of Supply and any other services specified in the RfP.
- (ii) **Service Level Agreement (SLA):** For providing comprehensive service & maintenance of the DC Package for 15 (Fifteen) years from the date of Commissioning of the Project, as detailed in Technical Specification, including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.

2 *Invitation for Bids*

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

They may obtain further information regarding this RfP from the registered office of SECI at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

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

- 2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid

Information Sheet.

- 2.4 Bidder shall submit bid proposal along with non-refundable RfP Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD 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.**
- 2.5 RfP documents can be downloaded from the ISN-ETS Portal or from SECI's website. It is mandatory to download official copy of the RfP Document from Electronic Tender System (ISN-ETS) Portal to participate in the RfP. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfP shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on SECI website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- 2.6 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.
- 2.7 **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 Maximum Eligibility for Contracted Capacity Allocation for a Bidder

Following conditions shall be applicable to the Bidders for submission of bids against this RfP:

- 3.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid for supply, installation and commissioning of the complete DC Package **comprising 600 MW / 1200 MWh Battery Energy Storage System (BESS)**.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfP, each of such Bidders will be required to submit the Disclosure as per Format 7.9A. In all other cases, Format 7.9 will be applicable.

- 3.2 The entire contract shall be awarded to a single Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company for the DC Package of 600 MW / 1200 MWh Battery Energy Storage System (BESS).
- 3.3 The evaluation of bids shall be carried out as described in Section-5 of the RfP. The methodology for allocation of Projects is elaborated in Section-5 of the RfP.
- 3.4 Subject to the exception as per Clause 3.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

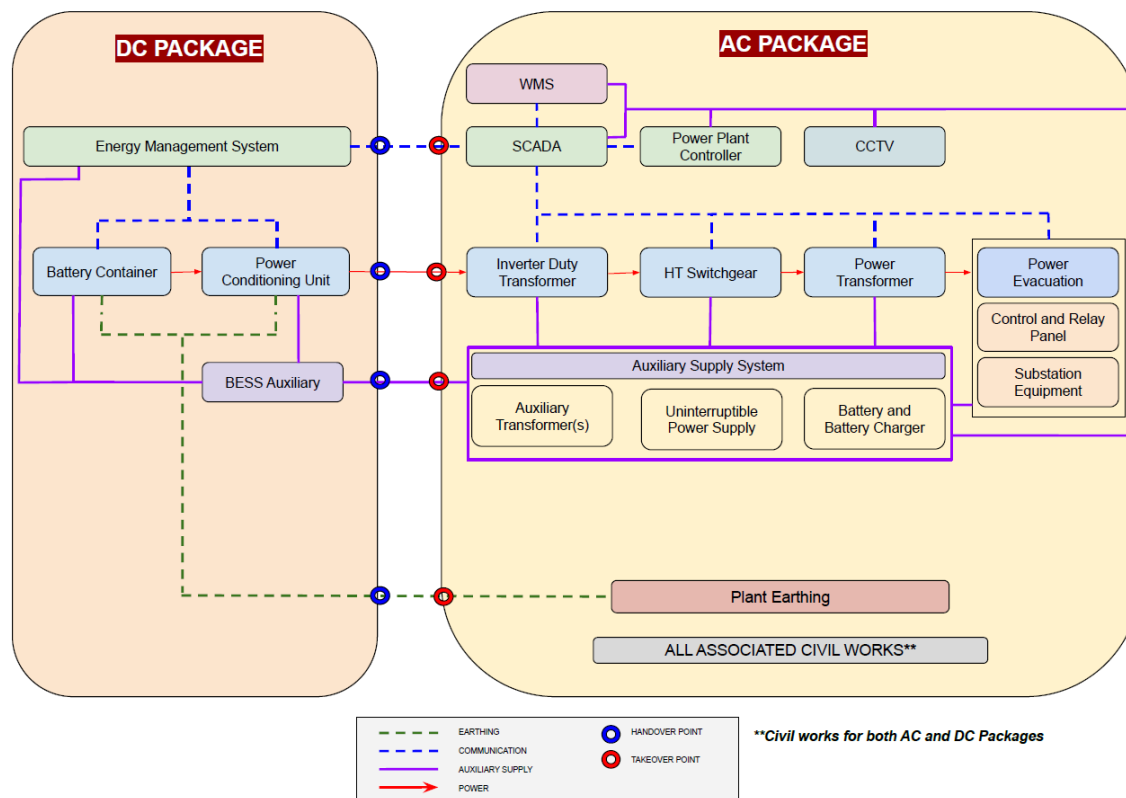
4 Project Location

- 4.1 The Supplier shall supply the 600MW/1200MWh Battery Energy Storage System (BESS) at Kolimigundla, Nandyal District, Andhra Pradesh.
- 4.2 The Bidder at its own responsibility, cost and risk shall identify and examine the route and location of delivery, and shall satisfy themselves fully before submitting bids. In general, the Bidders shall themselves obtain all necessary information as to risks, contingencies, and other circumstances susceptible to influence or affect their bids.

5 Scope of Work

- 5.1 Scope of Supply & Work includes 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 of 600 MW / 1200 MWh capacity and performance demonstration with associated equipment and materials on turnkey basis along with 15 (Fifteen) years of Comprehensive Service and Maintenance from the date of Commissioning of the Project.
- 5.2 The detailed Scope of Work and Technical Specification is attached as **Annexure-B**. For illustrative purpose, the demarcation of the two packages identified in the Project, i.e. the

DC Package (covered under this RfP), and the AC Package (covered under a separate RfP), is brought out in the figure below. It may be noted that the figure below is indicative, and the Bidder shall refer to the Scope of Work enclosed as Annexure, to obtain information regarding the detailed Scope of Work for the respective Packages. In case of any difference between the scope/details indicated in the figure below and the Scope of Work detailed at Annexure-B, the provisions contained in Annexure-B shall prevail.



6 Packing and Forwarding

- 6.1 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.
- 6.2 Packing lists of Supplies shall be provided in each package to facilitate checking up of the contents at the destination.
- 6.3 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.

7 *Transportation*

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 **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.
- 7.5 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 *Site Inspection and Storage of Supplies*

- 8.1 All Supplies shall be inspected as per the provisions of Technical Specifications (Annexure B). No Supplies shall be accepted without site inspection unless specific waiver/exemption is communicated by SECI to the Supplier.
- 8.2 The Supplier shall submit the necessary test certificates, inspection reports, guarantee certificates, etc. in respect to the Supplies' Performance along with the Despatch documents.
- 8.3 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.
- 8.4 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.

9 *Execution of Work*

- 9.1 All the Works shall be executed in strict conformity with the provisions of the RfP, Contract Agreement and SLA 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10 *Pre-Commissioning & Commissioning*

- 10.1 Upon completion of the installation of the DC 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.
- 10.2 Upon receipt of the Supplier's notice, and if the Project Manager/EIC is satisfied that the DC Package is ready, the Project Manager/EIC shall arrange to witness the Pre-Commissioning activities within seven (7) days.
- 10.3 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 10.1.
- 10.4 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.

- 10.5 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.
- 10.6 Commissioning of the Facilities shall then be carried out by the Supplier in strict accordance with the procedures specified in the Annexure B, in the presence of the Employer or its authorized representatives.
- 10.7 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 10.1, or within seven (7) days after the Supplier's repeated notice under Clause 10.3, then the DC Package shall be deemed accepted for Commissioning as of the date of such notice.
- 10.8 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.
- 10.9 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 B.
- 10.10 Following the successful Performance Test, as outlined under Clause 10.9, the Supplier shall assume full responsibility for the care, custody, risk of loss, or damage to the DC package. The Supplier shall continue to Service and Maintain the DC Package as per the comprehensive Service & Maintenance terms mutually agreed and stipulated in the Contract.

11 Time Schedule

- 11.1 The deadline for completion of Supply of the entire 600 MW/ 1200 MWh BESS capacity, i.e. the Time of Supply, shall be the date as on 11 (Eleven) Months from the Effective Date of the Contract Agreement (CA). For example, if the Effective Date of the Agreement is 10.10.2025, the above deadline shall be 10.09.2026. Under the above-mentioned timeline of 11 months, BESS including Mandatory Spares under the award shall be supplied by the Supplier in staggered deliveries during the delivery window of 8 months i.e. D+3 months to D+11 months, as brought out at Clause 11.3 below.
- 11.2 Subsequent to the Supply, the Supplier shall complete the erection, testing and commissioning of the DC Package along with the Employer or its authorized AC package Contractor to commission the Project within 14 months from the Effective Date of the Contract Agreement (CA). For example, if the Effective Date of the Agreement is 10.10.2025, the above deadline shall be 10.12.2026. The detailed procedure and scope of Testing and Commissioning is mentioned in the Annexure-B.
- 11.3 The Supplier shall strictly adhere to the Time Schedule given in the table below:

S. No.	Stage	Reference from 'D' date
1	Effective date of Contract Agreement (CA)	Zero Date 'D'
2	Submission of Drawing and Test Certificates	Within 'D+1.5 months'
3	Manufacturing Clearance	Within 'D+3 months'
4	Supplies at Project Site	Within 'D+3 months' to 'D+11 months'
5	Testing and Commissioning of DC Package*	Within 'D+11 months' to 'D+14 months'
6	Service and Maintenance	Operational Acceptance + 15 years

**Note: The period of Testing and Commissioning given in Time Schedule above includes the time required for team mobilization as well as testing, rectifications if any, retesting and completion of works in all respects to the entire satisfaction of the Engineer-in-Charge.*

- 11.4 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
- 11.5 Monthly/ Weekly Supply Schedule will be drawn up by the Supplier jointly with Engineer-in- Charge, based on availability of Supply fronts and the Supply Schedule as mentioned in clause 11.3 above. 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.
- 11.6 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).
- 11.7 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.
- 11.8 The time for Supply, as specified in clause 11.1 above, 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 RfP document for Force Majeure.

11.9 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.

11.10 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.

12 *Guarantee Tests & Operational Acceptance*

12.1 Functional Guarantees:

- i. The Supplier guarantees that during the Guarantee Test, all parts of DC package shall attain the Functional Guarantees specified under Technical Specifications (Annexure B), 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 DC 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, the Employer/SECI may at its option, either,
 - Reject the Equipment and advise immediate replacement to suit the provisions of Technical Specification without any additional cost or;
 - Reject the Equipment and recover the payments already made, or;
 - Terminate the Contract and recover the payments already made, or;
 - Accept the equipment after levy of liquidated damages in accordance with the provisions specified.

12.2 **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.

12.3 **Operational Acceptance:**

- i. Operational Acceptance shall occur in respect of the Facilities when:
 - a) The Plant Performance Guarantee in accordance with the procedure specified in “Technical Specifications” has been successfully completed and the Functional Guarantees are met.
 - b) Completion of the Facilities have been achieved as per Technical Specifications.
- ii. The milestone payment linked with successful Operation acceptance shall be released subjected to following:
 - a) All “As-Built” Drawings and documents are submitted.
 - b) Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing, cable routing plans and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project are submitted.
 - c) Bill of material of the installed Facility is submitted.
 - d) Inventory of recommended and mandatory spares including special tools and tackles at project Site are provided.
 - e) All the required approvals and NOCs as required, are submitted.
 - f) List of deviation from the approved drawings with reason for deviation is submitted.
 - g) List of punch points, duly signed, is provided.
 - h) Settlement of liquidity damages against delay and performance (Liquidity Damages).
 - i) Certificates of final levels as set out for various works.
 - j) Certificates of tests performed for various Works.
 - k) Material appropriation, Statement for the materials issued by the SECI, if applicable for the Work and list of surplus materials returned to the SECI’s store duly supported by necessary documents.
 - l) Warranty certificates for each equipment are handed over to SECI’ and ‘Statutory

approvals/ permits/ NOC are handed over to SECI’.

- m) Supply of all mandatory and recommend spares.
- iii. At any time after the events set out in Clause 12.3.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.

13 Defects Liability Period

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 If the repair, replacement or making good is of such a nature that it may affect the performance parameter(s) of the DC Package or any part thereof, the Employer may give to the Supplier a notice requiring that tests of the defective part of the DC Package shall be made by the Supplier immediately upon completion of such remedial work,

whereupon the Supplier shall carry out such tests.

- 13.7 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 DC 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 DC Package.
- 13.8 If the Supplier fails to commence the work necessary to remedy such defect or any damage to the DC 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.
- 13.9 If the DC 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 DC Package or such part, as the case may be, shall be extended by a period equal to the period during which the DC Package or such part cannot be used by the Employer because of any of the aforesaid reasons. Upon correction of the defects in the DC Package or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period of 12 (Twelve) months from such replacement.
- 13.10 In addition, the Supplier shall also provide an extended warranty for any such component of the DC Package and for the period of time, such obligation shall be in addition to the Defect Liability specified.
- 13.11 **Latent defect liability:** Notwithstanding, the Defect Liability Period of 12 months above, the contract shall carry a Latent Defect Liability of 5 years from date of delivery of material at site towards any defects in the BESS supplied by the Supplier.

14 *Service Level Agreement (SLA)*

- 14.1 SECI shall enter into a Service Level Agreement (SLA) with the Successful Bidder selected based on this RfP. A copy of standard SLA to be executed between SECI and the selected Supplier is available on ISN-ETS Portal and also on SECI's website. The SLA signing date will be intimated by SECI subsequent to issuance of Notification of Award (NoA). The SLA shall be valid for a period of 15 years from the date of Effective Date of the SLA. Any extension of the SLA period beyond 15 years shall be through mutual agreement between the Supplier and SECI.

15 *Payment Terms*

- 15.1 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.

15.2 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 DC 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 DC 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) shall be released on quarterly basis, subject to proper maintenance of the DC Package portion of the Project as specified in Annexure B.

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 Contract Performance Guarantee.

15.3 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.

15.4 Employer shall initiate payments to the Supplier electronically, and to facilitate the payments electronically through 'e-banking', the Supplier should give the details of its bank account as per the bank mandate form enclosed at Format 7.12.

15.5 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.

15.6 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 Liquidated Damages (LD)

- 16.1 Subject to Force Majeure , if the Supplier fails to comply with the Time of Supply or any extension thereof in accordance with timelines as mentioned in clause 11.1 of the RfP, 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.
- 16.2 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).
- 16.3 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 16.1 above.
- 16.4 Further, if the Supplier fails to comply with the timeline (or extended timeline) as mentioned in clause 11.2 of RfP, 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 commissioned by the deadline as per Clause 11.2 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.
- 16.5 It may be noted that the Liquidated Damages mentioned in Clauses 16.1 and 16.4 above are distinct LDs and damages levied as per Clause 16.4 shall be over and above the damages levied as per Clause 16.1.
- 16.6 In case the Supplier achieves full Commissioning of the DC Package as per the timeline (or extended timeline) as mentioned in clause 11.2 of RfP, the LD deducted as per Clause 16.1, if any, will be refunded (without any interest and GST, if applicable) to the Supplier.
- 16.7 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.
- 16.8 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.

17 *Liquidated Damages during Comprehensive Service and Maintenance Period*

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

SECTION 3. STANDARD CONDITIONS OF CONTRACT

18 *Obtaining RfP Documents*

Interested Bidders shall have to download the official copy of RfP & other documents after logging into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure - A). The Bidder shall be eligible to submit/ upload the bid documents only after logging into the ISN-ETS portal and downloading the official copy of RfP.

19 *Cost of RfP Document & Bid Processing Fees*

Prospective Bidders are required to submit their proposals in response to this RfP document along with a non-refundable Cost of RfP document and 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 Cost of RfP document and 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 "Financials" 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.

Bids submitted without cost of the RfP document and/or Bid Processing Fee and/or Bank Guarantee/Payment on Order Instrument/Insurance Surety Bond against EMD (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 Cost of the RfP document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfP document, Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSE.

Note: In all cases, a Bidder (including all the members in case of a JV/Consortium) shall be allowed to avail the above exemptions provided to MSEs only in case the Bidder (including all the members in case of a JV/Consortium) meets the financial eligibility criteria as per Clause 56 on its own financial credentials or through the financial credentials of the Affiliates who are also an MSE. In case the Bidder (including any member in case of a JV/Consortium) proposes to meet the financial eligibility criteria as per Clause 56 based on the credentials of its Affiliates and any of these Affiliates is not an MSE, the Bidder/Bidding JV/Consortium will not be eligible for exemption from submission of Cost of RfP document, Bid Processing Fee & EMD. As a result, in case a Bidder/ Bidding Consortium does not submit requisite Cost of RfP, Bid Processing Fees,

and EMD by availing exemption under this Clause, and proposes to meet the financial eligibility criteria based on the credentials of its Affiliates with any of these Affiliates not being an MSE, the bid submitted by such Bidder/ Bidding JV/Consortium shall be considered as non-responsive under Clause 45.(i) and Clause 45.(vii) of the RfP, and the bid will be summarily rejected.

20 Earnest Money Deposit (EMD)

20.1 Earnest Money Deposit (EMD) for an amount of **INR 4,21,600/- per MW** (Indian Rupees Four Lakh Twenty-One Thousand and Six Hundred only per MW) in the form of Bank Guarantee according to Format 7.3A and valid for 9 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfP.

20.2 The Bidder shall furnish the Bank Guarantees towards EMD 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.

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable:

If the Bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the EMD shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

20.3 SECI has agreed to accept the EMD 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 EMD 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.

20.4 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.

20.5 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.

20.6 **Forfeiture of EMD:**

The BG towards EMD shall be encashed by SECI in following cases:

- i. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- ii. In the Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice;
- iii. In case, SECI offers to execute the Contract Agreement/SLA with the Selected Bidder and if the Selected Bidder does not submit the requisite Contract Performance Guarantee or does not execute the Contract Agreement/SLA within the stipulated time period;
- iv. If after issuance of NoA, it is found that the documents furnished by the bidder as part of response to RfP are misleading or misrepresented in any way;
- v. If the bidder fails to furnish required Contract Performance Guarantee in accordance with Clause 21 of the RfP.

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

As an alternative to submission of EMD as above, the 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 EMD would be liable to be encashed by SECI within the provisions of RfP. This instrument would have to be furnished as per Format 7.3 B of the RfP, within the timelines as per Clause 20.1 above, for the amount and validity period as per those Clause 20.1 above.

20.8 **Insurance Surety Bond:**

As an alternative to submission of EMD as above, the Bidder 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 EMD would be liable to be encashed by SECI within the provisions of RfP. This instrument shall be furnished as per Format 7.3C of the RfP, within the timelines as per Clause 20.1 above, for the amount and validity period as per Clause 20.1 above.

20.9 The term “Bank Guarantee (BG) towards/against EMD” occurring in the RfP shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/against EMD”.

20.10 After the bidding process is over, SECI shall release the Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards EMD of the unsuccessful Bidders within 15 days after the issuance of NoA to the Successful Bidder. The Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards EMD of the successful Bidder shall be released subsequent to submission of CPG by the

Successful Bidder to SECI.

21 Contract Performance Guarantee (CPG)

- 21.1 The Successful Bidder shall submit a Contract Performance Guarantee (CPG) for an amount **equal to 10% of the Contract Value/Price of the CA** within 20 days of issuance of NoA. It may be noted that the Successful Bidder shall submit the CPG according to the Format 7.3D with a validity period up to (& including) the date as on 27 months from the date of issuance of NoA. On receipt and after successful verification of the total CPG in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. It may be noted that Contract Agreement will be signed only upon successful verification of the CPG submitted by the Supplier. Electronic Bank Guarantee (e-BG) is also acceptable against CPG under this RfP.
- 21.2 The Contract Performance Guarantee (CPG) shall cover the entire scope of the CA, including any additional supplies or services provided by the Supplier. If the additional supplies or services result in a price increase of up to (and including) 0.5% of the original CA value, and the CPG submitted at the time of award already accounts for this increase, no additional CPG shall be required. However, if the increase in the CA price exceeds 0.5%, the Supplier shall be required to furnish an additional CPG for an amount proportionate to the increase in the original Contract Value, and calculated in per the percentage indicated in Clause 21.1 above.
- 21.3 In case of the Successful Bidder being a single Company, the Bank Guarantee/POI/Insurance Surety Bond towards CPG shall be issued in the name of the Bidding Company. In case of a JV/Consortium, the CPG 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 NoA. In case the JV/Consortium forms an SPV, the CPG shall be issued in the name of the SPV.
- 21.4 The CPG will be issued in the name of the Employer as “Solar Energy Corporation of India Limited, New Delhi”.
- 21.5 The Supplier shall furnish the CPG 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 bank guarantee.
- 21.6 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 D (CPG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/CPG and consequently, the bid.
- 21.7 SECI has agreed to accept the CPG 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 CPG 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.
- 21.8 SECI at its sole discretion may encash the CPG 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 CPG. In such cases, the liability on account of GST will be borne by the Supplier.
- ii. In case the Supplier is unable to submit Drawing & Test Certificates within the deadline indicated as per Clause 11.3 above.
- iii. In case the Supplier doesn't replace/rectify the defective Supplies within a time period of 3 months from the last supply of Supplies.
- iv. In case if the percentage of defective Supplies crosses 10% of the total supplied Supplies, irrespective of the replacements / rectification done for the defective Supplies.
- v. All compensation or other sums of money payable by the Supplier to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of its CPG or from any sums which may be due or may become due to the Supplier by the Employer of any account whatsoever, and in the event of its CPG being reduced by reasons of any such deductions or sale of aforesaid, the Supplier shall, within 10 (Ten) days thereafter, make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by encashment of its CPG, or any part thereof. No interest shall be payable by the Employer for the sum deposited as Contract Performance Guarantee.

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

21.10 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.

21.11 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.

21.12 Further, any delay beyond the deadline indicated in Clause 21.1. above in the submission of CPG shall attract interest @ 1.25% per month on the total CPG amount, calculated on pro-rata basis accordingly. Employer at its sole discretion may cancel the Contract & encash 100% of EMD if applicable, in case CPG is not submitted within the date as on 30 days after the completion of the deadline as per Clause 21.1 above.

21.13 CPG submitted shall be released to the Supplier, without any interest, not later than 75 (Seventy-Five) days after the successful Commissioning and expiry of the DLP, subject to the approval and acceptance of the quality checks and deliverables by the Employer.

21.14 Payment on Order Instrument (POI):

As an alternative to submission of CPG as above, the Supplier 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 CPG would be liable to be encashed by SECI within the provisions of RfP. This instrument would have to be furnished as per Format 7.3 E of the RfP, within the timelines as per Clause 21.1 above, for the amount and validity period as per those Clause 21.1 above. In case the Supplier chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 21.1 above, will be applicable in this case too.

21.15 Insurance Surety Bond (Surety Bond):

As an alternative to submission of CPG 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 CPG would be liable to be encashed by SECI within the provisions of RfP. This instrument would be furnished as per Format 7.3F of the RfP, within the timelines as per Clause 21.1 above, for the amount and validity period as per Clause 21.1 above. In case the Supplier chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 21.1 above, will be applicable in this case too.

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

22 Integrity Pact (IP)

In respect of this RfP, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with the Selected Bidder, as per Format 7.10. The names of Independent External Monitor(s) (IEMs) who have been appointed by Employer, i.e. SECI, in terms of Integrity Pact (IP) which will form a part of the Employer Contracts are:

- a) Shri Rakesh Mohan, IA&AS (Retd.), e-mail ID: rmohan1987@gmail.com
- b) Shri Najib Shah, IRS (Retd.), e-mail ID: najibshah@hotmail.com

The above-mentioned IEMs are authorized to examine/consider all references made to it under this tender/Contract. The Supplier, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designated Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi-110023, India
Kind Attn.: ED (C& P)
Telephone No.: - 0091-(0)11-24666200
E-mail: - contracts@seci.co.in

The Independent External Monitor (IEM) has the right to access without restriction to all Project documentations of the Employer including that provided by the Supplier. The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors / JV Partners / Consortium member with confidentiality.

The Nodal officer for necessary coordination in this regard shall be as under:

- (i) HoD of Contracts & Procurement (C&P): For issues pertaining to C&P department.
- (ii) Head of concerned Department: For issues pertaining to other departments.

23 Public Procurement Policy for Micro and Small Enterprises (MSEs)

- 23.1 From time to time, the Government of India lays down procurement policies to help inclusive national economic growth by providing long-term support to Micro, Small and Medium Enterprises and disadvantaged sections of society. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.
- 23.2 Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.
- 23.3 To reduce the transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of Earnest Money Deposit, adopting e-procurement to bring transparency in tendering process. However, exemption from paying Contract Performance Guarantee is not covered under the policy.
- 23.4 Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the Supplies.
- 23.5 In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE and such MSE shall be allowed to supply up to 25 (twenty-five) per cent of total tendered value. The 25(twenty-five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

23.6 Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cents reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. MSEs would be treated as owned by SC/ ST entrepreneurs:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
- b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
- c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.

23.7 If subcontract is given to MSEs, it will be considered as procurement from MSEs.

23.8 In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

23.9 To develop MSE vendors so as to achieve their targets for MSEs Procurement, the Procuring entity shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal.

23.10 The procurement of Goods and Services from Micro & Small Enterprises shall be as per the Government policy as amended from time to time. The intent should be to have enabling provisions for maximum participation. The letter is attached as Annexure V with this Procurement Policy.

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

- i. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
- ii. A TREDs, a joint-venture between Axis Bank and Mjunction Services;
- iii. Mynd Solution which runs M1 Exchange

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

24 *Consideration of Abnormally Low Bids*

- 24.1 An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Employer may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Employer determines that the Bidder has substantially failed to demonstrate its capability to deliver the Contract at the offered price, the Employer may reject the Bid/Proposal.
- 24.2 In the case of predatory pricing as well, Employer may refer to the above consideration of Abnormally Low Bids to assist themselves in finalization of tender.
- 24.3 In the circumstances of Abnormally Low Bid, in which Additional Security Deposit/ Bank Guarantee (BG) may be required to be submitted by the Supplier, the extra BG amount will be on the basis of the range defined below:

% Difference between L1 and L2 Bid Value post Financial Evaluation and e-Reverse Auction	Extra BG amount
More than 25% but Less than 50%	25% of the original BG amount
More than 50% but Less than 75%	50% of the original BG amount
More than 75%	75% of the original BG amount

25 *Force Majeure*

- 25.1 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:
- 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)},
 - 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
 - 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.

25.2 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.

25.3 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.

25.4 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.

25.5 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.

25.6 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.

25.7 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.

25.8 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.

25.9 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.

26 Supply in Monsoon

26.1 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.

26.2 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.

27 Event of Default

27.1 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 RfP, shall constitute as Supplier's Event of Default:

- i. The failure to execute the Supply within the timeline as specified in clause 11 of the RfP 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 RfP 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 Clauses 44.3 and 44.4 of the RfP.

27.2 Upon the occurrence and/or continuation of any of the events as per clause 27.1 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.

- 27.3 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.
- 27.4 In such events of defaults as per Clause 27.1 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.

28 Termination of Contract

28.1 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 28.1.I.iv.c below
 - iv. Subject to the payment specified in clause 28.1.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.

28.2 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 28.2.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 28.2.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 28.2.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 28.2.iii, the Supplier shall pay the balance to the Employer, and if such excess is less than the sums due the Supplier under Clause 28.2.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.

29 *Change in Laws and Regulations*

29.1 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.

29.2 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.

29.3 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.

- 29.4 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.
- 29.5 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.
- 29.6 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.

30 Indemnity

- 30.1 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.
- 30.2 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.
- 30.3 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.

31 *Supplier's Subordinate Staff and their Conduct*

- 31.1 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.
- 31.2 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.
- 31.3 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.
- 31.4 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.
- 31.5 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.

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

32 *Supplier's Office at Site*

- 32.1 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.
- 32.2 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.

33 *Sub-letting of Supplies*

- 33.1 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.

34 *Delays by Employer or his Authorized representatives*

- 34.1 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.
- 34.2 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.

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

- 35.1 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.
- 35.2 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.
- 35.3 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.

36 *Suspension of Supply*

- 36.1 Subject to the clause 36.2, 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.
- 36.2 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.

37 *Limitation of Liability*

- 37.1 Except in cases of criminal negligence or willful 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.
- 37.2 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.

38 *Guarantee/ Warranty*

- 38.1 Guarantee/ Warranty as defined under Annexure-B, Scope of Supply and technical specifications will prevail in this clause.
- 38.2 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.
- 38.3 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”.
- 38.4 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.
- 38.5 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.

39 *Insurance*

- 39.1 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.

- 39.2 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.
- 39.3 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.
- 39.4 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.
- 39.5 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.
- 39.6 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.
- 39.7 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.
- 39.8 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.
- 39.9 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.

39.10 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

39.11 **Installation All Risks Insurance:**

Covering physical loss or damage to the DC 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

39.12 **Comprehensive General Liability Insurance**

- 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.
- 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.
- 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.

39.13 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.

39.14 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.

40 Arbitration

- 40.1 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.
- 40.2 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.
- 40.3 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.
- 40.4 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).

40.5 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.

40.6 The venue or arbitration shall be New Delhi.

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

40.8 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.

40.9 The Arbitrator(s) shall give reasoned award.

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

40.11 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.

40.12 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.

40.13 The language of the proceedings will be in English.

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

41 Safety Codes

41.1 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.

- 41.2 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.
- 41.3 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/Supplier's existing property.

42 Release of Confidential Information

- 42.1 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.
- 42.2 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.
- 42.3 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.
- 42.4 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.
- 42.5 The above provisions of this GPC 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.
- 42.6 The provisions of the above mentioned Clauses shall survive termination, for whatever reason, of the Contract.

43 *Instructions to Bidders for Structuring of Bid Proposals in Response to RfP*

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfP. Detailed Instructions to be followed by the bidders for online submission of response to RfP are stated at Annexure – A. Submission of bid proposals by Bidders in response to RfP 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. Bank Guarantee/POI/Insurance Surety Bond against Earnest Money Deposit (EMD) as per **Format 7.3 A/ 7.3B/ 7.3C**.
- iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or all Member of the JV/Consortium, as the case may be, in favour of the person signing the response to RfP and in the event of selection of the Projects and to sign the Contract Agreement with SECI. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
- v. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
- vi. Format for Technical Requirement as per **Format 7.6**
- vii. Format for Financial Requirements as per **Format 7.7** 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. Undertaking as per **Format 7.8**.
- ix. A disclosure statement as per **Format 7.9/7.9A** regarding participation of any related companies in the bidding process.
- x. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.10**.
- xi. 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.

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 RfP 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 2022-23, 2023-24 and 2024-25 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. GST registration certificate.
- g. Signed and stamped copy of the First and Last Pages of RfP documents including amendments, clarifications if any.

xii. Covering letter of the Financial bid as per **Format 7.13**.

xiii. Schedule of Rates (SOR) as per **Format 7.14**.

44 *Important Notes and Instructions to Bidders*

- 44.1 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.
- 44.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfP. The documents submitted online will be verified before signing of Contract Agreement in terms of Clause 43 of the RfP.
- 44.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfP, in any manner whatsoever, SECI reserves the right to reject such response to RfP and/or cancel the Notification of Award, if issued, and the Bank Guarantee/POI provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response

to RfP.

- 44.4 If the event specified at Clause 44.3 is discovered after the Effective Date of Contract Agreement, consequences specified in RfP shall apply.
- 44.5 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. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 20 of the RfP.
- 44.6 All documents of the response to RfP (including RfP and subsequent Amendments/ Clarifications/ Addenda and Contract Agreement) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 44.7 The response to RfP shall be submitted as mentioned in Clause 43 of the RfP. No change or supplemental information to a response to RfP will be accepted after the scheduled date and time of submission of response to RfP. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfP.
- 44.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 44.9 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.
- 44.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 44.11 Response to RfP that are incomplete, which do not substantially meet the requirements prescribed in this RfP, will be liable for rejection by SECI.
- 44.12 Response to RfP not submitted in the specified formats will be liable for rejection by SECI.
- 44.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 44.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfP 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.
- 44.15 All the financial transactions to be made with SECI including success fees, delay charges, and any additional charges (if required), shall attract applicable taxes on each transaction, irrespective of the same being mentioned in the RfP/Contract Agreement/SLA.
- 44.16 Notwithstanding anything contained contrary in the RfP and other "Contract Documents", in case it is found that the Supplier/Bidder indulged in fraudulent/ coercive

practices at the time of bidding, during execution of the contract etc., and/ or on other grounds as mentioned in Employer's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-C), the Supplier/ bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Employer, to such Supplier/Bidder. The Supplier/Bidder understands and agrees that in such cases where Supplier/Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Employer, such decision of Employer shall be final and binding on such Supplier/ Bidder and the 'Arbitration clause' in the RfP and other "Contract Documents" shall not be applicable for any consequential issue/ dispute arising in the matter.

45 *Non-Responsive Bid*

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

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

- i. Non-submission of the requisite Cost of RfP and/ or Bid Processing Fee as mentioned in the Bid Information Sheet.
- ii. Response to RfP not received by the due date and time of bid submission.
- iii. Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- iv. Any indication of price in any part of response to the RfP, other than in the financial bid.
- v. Data filled in the Electronic Form/SOR of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- vi. Except for the scenario as per Clause 3.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfP, then all these bids submitted shall be treated as non-responsive and rejected.
- vii. Non-submission or partial submission of EMD in acceptable form along with response to RfP.

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

46 *Method of Submission of Response to RfP by the Bidder*

46.1 Documents to be Submitted Offline

The bidder has to submit original of following documents **offline**.

- i. Power of Attorney as per Format 7.2 A/7.2B (as applicable).
- ii. Board Resolution from the Bidding Company/all members of JV/Consortium.

- iii. Bank Guarantee/Payment on Order Instrument/ Insurance Surety Bond towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B/7.3C). In case of MSEs, UDYAM registration certificate of the Bidder.
- iv. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

No documents will be accepted in person, on or before the date of bid submission.

Bank Guarantee/POI against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of SECI until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs on 22.09.2025, the above deadline will expire at 18:00 hrs on 24.09.2025. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees/POI.

Note: In all cases, the Bank Guarantee/POI against EMD (if applicable), shall be issued on or before the bid submission deadline (online). These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

Request for Proposals for Selection of BESS Supplier for 600 MW/1200 MWh Battery Energy Storage System (BESS) along with 15 years of Comprehensive Service and Maintenance (DC Package)	
<i>RfP Reference No.</i>	SECI/C&P/OP/15/0001/25-26 dated 04.08.2025
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	ED (C&P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Tel No. 011-24666200 Email - contracts@seci.co.in

46.2 **Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response to RfP as stated as Annexure-A. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee/POI against EMD for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfP, Processing fee submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.

All documents of the response to RfP submitted online must be digitally signed and uploaded on the website, <https://www.bharat-electronictender.com> which should contain the following:

I. Technical Bid (First Envelope)

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

- (a) Formats - 7.1, 7.2A/B (as applicable), 7.3 A/ 7.3 B/ 7.3 C (if applicable), 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8, 7.9/7.9A, and 7.10 as elaborated in Clause 43 of the RfP.
- (b) All attachments elaborated in Clause 43 of the RfP, under the sub-clause xi: Attachments, with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of NEFT/RTGS details towards Cost of RfP Document and Bid Processing Fee as mentioned in Bid Information Sheet.
- (e) Scanned Copies of requisite amount of Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet.

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

Submission of Pass-phrases: In line with Clause 44.8, and Annexure-A, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno-commercial bid.

II. Financial Bid (Second Envelope)

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- (a) Covering letter of the Financial Bid as per Format 7.13 of the RfP
- (b) Main Price Bid comprising of Schedule No. 1 to 3 of the Price Schedule/SOR, duly completed, sealed and signed/ digitally signed shall be uploaded (termed as "PRICE BID").

As part of financial bid submission, bidders are required to quote for Total Evaluated Bid Value on Lump sum basis (INR) in cognizance with the terms and

conditions of RfP. The instructions mentioned in the Financial Bid SOR have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes 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 the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SECI within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. However, in this case, if the bidder is an MSE, its bid will be opened upon submission of proof of it being an MSE. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder. In such cases, Bid Processing fee and cost of RfP document, if paid by the Bidder, will not be refunded to the Bidder.
- (c) In case a Bidder has paid cost of RfP document and Bid Processing Fee for this RfP and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to SECI), the respective amounts paid to SECI will be refunded without any interest payment, to the respective Bidder.

47 *Schedule of Rates (SOR)*

- 47.1 The Contract shall be for the whole works as described in RfP document, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders should indicate clearly the Goods & Service Tax (GST) components as also mentioned under the SOR. Prices must be filled in format for "Schedule of Rates [SOR]" as per Format 7.14.
- 47.2 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the RfP documents. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Supply/Service, Standards, or any other part of RfP Document, then the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 47.3 All Goods & Service Tax (GST) components [applicable for both Centre and State] payable by the Supplier under the Contract, or for any other cause, shall be mentioned as per the SOR.
- 47.4 Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account. The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same

shall be dealt.

- 47.5 Bidders are required to ascertain the correctness of amount related to Goods & Service Tax (GST) as mentioned in the SOR as on the date of bid submission as it will impact the Price assessment part at the time of evaluation of price bid.
- 47.6 Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the Supply to the Employer by the Supplier. The Supplier shall be deemed to have known the nature, scope, magnitude and the extent of the Supply and materials required though the Contract Document may not fully and precisely furnish them. Bidders in the Schedule of Rates should cover all costs as it may consider necessary to cover the cost of any supply and materials as may be reasonable and necessary to complete the Supply. Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the Supplier shall do or perform a supply or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.
- 47.7 The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Supplier's conduct of Supply which occur from any causes including orders of the Employer in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

48 *Validity of the Response to RfP*

The Bidder shall submit the response to RfP which shall remain valid up to the date as on 6 months from the last date of submission of response to RfP ("Bid Validity"). SECI reserves the right to reject any response to RfP which does not meet the aforementioned validity requirement. It is clarified that subsequent to signing of Contract Agreement, the discovered Prices shall be deemed to be valid until the signing of Contract Agreement, pursuant to Clause 63.5 of the RfP.

49 *Bid Preparation Cost*

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfP 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.

50 *Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments*

- 50.1 Clarifications/ Doubts, if any, on RfP document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the portal.
- 50.2 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 in the ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ ISN-ETS 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 RfP documents, the Bidders shall be provided a period of at least 7 days therefrom, for submission of bids.

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

51 *Right of SECI to Reject a Bid*

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

Note: *In the event of opening of bids, bid processing fee will not be refunded.*

52 *Post-Tender Negotiations*

There shall normally be no post-tender negotiations. Only in special circumstances, negotiations shall be carried out with L-1 bidder in line with Manual for Procurement of Goods/CVC / management guidelines issued from time to time.

In case of compelling circumstances of negotiations with the L1 bidder as mentioned above, the final negotiated price with the L1 bidder, will act as the final L1 price for the purpose of award of Contract.

53 *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 be 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:

54 General Eligibility Criteria

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

- 54.1 The Bidder shall be an Indian Company registered in India under Companies Act, 2013.
- 54.2 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.
- 54.3 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.
- 54.4 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.
- 54.5 A Joint Venture (JV), may or may not be incorporated as a Registered Company.
- 54.6 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.
- 54.7 The Bidder should not be under any liquidation court receivership or similar proceedings on the due date of submission of bid.
- 54.8 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).
- 54.9 As on the bid submission deadline, the Bidder or any of its Affiliates should not be a

willful 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.

55 Technical Eligibility Criteria

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

a. Route I:

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 120 MWh for grid interactive Battery Energy Storage System(s), out of which minimum 60 MWh capacity must have been successfully delivered and must have been in operation for at least 6 months prior to the bid submission deadline.

OR

b. Route II:

The bidder should have an experience as Integrator/Supplier/Aggregator/EPC Contractor/Developer of grid interactive Battery Energy Storage Systems of minimum cumulative capacity of 120 MWh, out of which minimum 60 MWh must have been successfully delivered and must have been in operation for at least 6 months prior to the bid submission deadline.

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. *"Developer" under the above Routes refers to the Companies who own the Projects being demonstrated under the respective Routes, and the EPC work for such Project may have been implemented in-house or through sub-contracting to an EPC Contractor*
4. *Grid interactive Battery Energy Storage System (BESS) shall consists of Battery System*

- (BS), Power Conditioning System (PCS) & Energy Management System (EMS).
5. *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) along with proof of payment/completion certificate/commissioning certificate/Joint Meter Readings for the capacities successfully delivered/ commissioned (Work Order/Contract Agreement not required in case the bidder is owner of the project).*
 6. *In case the response to RfS is submitted by a JV/Consortium, then the Lead partner of the JV/Consortium shall meet individually not less than 50% of minimum Technical Eligibility Conditions. However, all the JV/Consortium partners 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 either its Parent, Holding, Subsidiary or Affiliate for the purpose of meeting the qualification requirements.

56 Financial Eligibility Criteria

The financial qualification requirements to be specified in the tenders is as follows.

- a. **Minimum Average Annual Turnover (MAAT):** The MAAT of the bidder in the last three financial years (i.e. FY 2024-25, 2023-24 & 2022-23) should be **INR 505.86 Crore**. **MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets.** 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 for the last financial year (FY 2024-25) 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) of **INR 271 Crore** as per the last audited financial statement. 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 for more than or equal **INR 271 Crore** to meet the working Capital requirement.

Note:

1. *In case the response to RfS 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.*
In case of JV/Consortium, all members should have positive Net worth.
2. *The Bidder, including any Member of a JV/Consortium, may seek qualification 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. Further, it is clarified that bidder is allowed to use financial capability of more than 1 Affiliate for meeting the qualification requirement.

3. *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.*
4. *The bidder or its affiliates (at least any one of them) must submit annual financial audited statements for previous 3 financial years.*
5. *In case of MAAT, the following illustration may be considered for calculation purpose:*
Illustration: *If a Bidder A uses the credential of an affiliate B, X and Y are the values of Annual Turnover for A and B respectively then the MAAT will be calculated as follows:*

Scenario	Description	MAAT calculation
1	In case both Bidder A and Affiliate B have annual financial audited statements for previous 3 financial years.	MAAT of A= $(X_1 + X_2 + X_3)/3$ MAAT of B= $(Y_1 + Y_2 + Y_3)/3$ MAAT of the bidder= (MAAT of A + MAAT of B)
2	In case Bidder A has annual financial audited statements for previous 2 financial years and Affiliate B has annual financial audited statements for previous 3 financial years	MAAT of A= $(X_1 + X_2)/3$ MAAT of B= $(Y_1 + Y_2 + Y_3)/3$ MAAT of the bidder= (MAAT of A + MAAT of B)

- 56.1 For the purposes of meeting financial requirements, consolidated/ unconsolidated audited annual accounts of the bidding company shall be used. However, in case the bidding Company is seeking qualification on the basis of the financial capability of its Affiliates, then only the unconsolidated audited Annual Accounts of the Bidder and Affiliate(s) shall be used.
- 56.2 A Company/Consortium would be required to submit annual audited accounts for the previous three financial years, along with Net Worth, Annual Turnover and Working Capital from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the previous three respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/are located.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the previous three financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfP falls on or

within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- 56.3 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- 56.4 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 56.3 above.
- 56.5 In case of tenders having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 (three) preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.

57 *Other Conditions for meeting Qualifying Requirement:*

- 57.1 In case the bidder uses the technical and financial capability of Parent, Holding, Subsidiary or Affiliate then the Bidder shall be required to submit Board Resolutions from the respective Parent, Holding, Subsidiary or Affiliate, undertaking to submit Bank Guarantees/POI/Insurance Surety Bond towards CPG in case the Bidder fail to do so in accordance with the RfP.
- 57.2 The Employer may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the tender within stipulated completion period. This assessment shall inter-alia include:
- (i) Document verification,
 - (ii) Bidder's facilities visit,
 - (iii) Details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work,
 - (iv) Details of plant and machinery, testing facilities, design capabilities, manpower and financial resources,
 - (v) Details of quality systems in place,
 - (vi) Past experience and performance,

- (vii) Customer feedback,
- (viii) Banker's feedback etc.

57.3 Employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

58 *Bid Evaluation*

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

59 *Techno-Commercial Evaluation of Bidders (Step 1)*

- 59.1 The first envelope (Techno-commercial Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 43 of the RfP are received by SECI. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee i.e. offline bid submission deadline.

For e.g., if the bid submission deadline (online) is 18:00 hrs on 21.09.2025, the online bid opening will be conducted on 24.09.2025. In case of the above date being a holiday, the bids will be opened on the next working day.

- 59.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.

- 59.3 Subject to Clause 43 of the RfP, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfP. 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/ISN-ETS portal 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.

- 59.4 The response to RfP submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfP.

60 *Financial Bid Evaluation (Step 2)*

- 60.1 In this step, evaluations of Techno-Commercially Qualified Bids shall be done based on the “Total Evaluated Bid Value”, quoted by the Bidder in the Electronic Form/SOR of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

- 60.2 Second Envelope (containing SOR) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfP.

- 60.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single “Total Evaluated Bid Value” in Indian Rupee. The Unit Price in the SOR has to be quoted in Indian Rupee up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted Rate for a line item is INR 2,000.337, then it shall be considered as INR 2,000.33).
- 60.4 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.
- 60.5 The Price Bid/SOR containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.
- 60.6 The Employer will examine the Price Bid/SOR (Second Envelope) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed/digitally signed, and whether the bids are generally in order.
- 60.7 If there is a discrepancy between the Unit Price and the Total Price, which is obtained by multiplying the Unit Price and Quantity specified by the Employer, or between Sub-total and the Total Evaluated Bid Value, the Unit Price or Sub-Total Price shall prevail, and the Total Price and the Total Evaluated Bid Value shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the Total Price quoted against such items shall prevail.
- If there is a discrepancy between words and figures, the amount in figures will prevail. The prices of all such item(s) against which the Bidder has not quoted Unit Price/ Total Price/Quantity (viz., items left blank or against which ‘-’ is indicated) in the SOR will be deemed to have been included in other item(s).
- The Sub-total, Total Price, or the Total Evaluated Bid Value mentioned in SOR for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.
- The Bidder should ensure that the Prices quoted in SOR are consistent with each other. In case of any inconsistency in the Prices furnished in the specified SOR for this purpose, the Employer shall be entitled to consider the highest Price for that particular line item for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in the schedules.
- 60.8 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected.
- 60.9 The Total Evaluated Bid Value shall be calculated as per the below mentioned procedure:

Total Evaluated Bid Value (TEBV)=SOR 3 in INR = Total Price of SOR 1+ SOR 2.

Where:

SOR 1: DC Package of 600 MW / 1200 MWh Battery Energy Storage System (BESS) (including GST)

SOR 2: Yearly Service and Maintenance Charges (including GST)

SOR 3: Grand Summary (SOR 1 & 2)

The terms EXW etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38, Cours Albert 1er, 75008, Paris, France.

60.10 Total Evaluated Bid Value (TEBV) for all the Bidders shall be compared to determine the lowest Evaluated Bid Value (EBV) as given under SOR 3. Bidder with the lowest EBV shall be L-1, Bidder with Second lowest EBV shall be L-2 & so on. The Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder.

60.11 If the EBV quoted is same for two or more Bidders, then all the Bidders with same EBV shall be considered of equal rank/ standing in the order.

60.12 All Bidders with same EBV shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause 61.2 of the RfP

60.13 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

Bidder	TEBV	Ranking
B1	₹ 10,00,00,000	L1
B2	₹ 10,10,00,000	L2
B3	₹ 10,20,00,000	L3
B4	₹ 10,20,00,000	L3
B5	₹ 11,20,00,000	L4
B6	₹ 12,00,00,000	L5
B7	₹ 13,40,00,000	L6
B8	₹ 13,50,00,000	L7
B9	₹ 13,50,70,000	L8

61 Reverse Auction (Step-3)

61.1 The reverse auction for the Project shall be conducted on the portal <https://www.bharat-electronictender.com>, on the day as intimated by SECI to the eligible bidders. Rules of the auction process are brought out below, and are also contained in Annexure-A of the RfP. As part of submission of their response to RfP, the Bidders shall submit the scanned copy of Annexure-A of the RfP duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein.

61.2 The total number of eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders,

Total eligible Bidders (n) for e-Reverse Auction:

Case	Condition/If	Formula	Total eligible bidders for reverse auction
Case-I	$T \leq 3$	$n=T$	All the techno-commercially qualified bidders whose financial bids are in line with the RfP provisions, will be shortlisted for e-RA.
Case-II	$T > 3$	$n = T-1$	The lowest ranked bidder, i.e. the bidder quoting the highest Price (the “H1 bidder”) shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfP provisions, will be shortlisted for e-RA.

Note:

- (a) In case more than one bidder is ranked as “H1” bidder, i.e. such bidders are at the same Price, all such bidders will be eliminated at this stage.
- (b) The above elimination will take place subject to the condition that the total number of shortlisted bidders after such elimination remains more than 2. In the contradictory scenario, no elimination will take place at this stage.

61.3 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation, it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause 61.2 above.

61.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.

- i. During the 15 minutes prior to start of reverse auction process, the respective EBV of the bidder shall be displayed on its window.
- ii. The minimum decrement value for EBV shall be INR 25,00,000/-. The Bidder can mention its revised discounted EBV which has to be at least INR 25,00,000 less than its current EBV.
- iii. Bidders can only quote any value lower than their previous quoted EBV taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in EBV will not be permissible. Bidders can improve their ranking by quoting the EBV lower than their last quoted EBV.

- iv. In the bidder's bidding window, the following information can be viewed by the bidder:
 - i. It's EBV as the initial start EBV and thereafter last quoted EBV.
 - ii. The list of all the Bidders with their following details: Pseudo Identity and last quoted EBV.
- v. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/extended closing time, if any Bidder beats the L1 Price in last eight minutes of auction period or extended auction period. If no such valid bid which is less than the instant L1 bid is received during last eight minutes of auction period or extended auction period, then the reverse auction process will get closed.

62 Selection of Successful Bidder

- 62.1 Subsequent to conclusion of the e-RA process, the lowest quoting Bidder after reverse auction for the Project will be selected as Successful Bidder.
- 62.2 In case of a tie among two or more Bidders (i.e. their last quoted EBV being the same at the end of e-RA), they will be considered in the chronological order of their last quoted EBV during the e-RA with preference to be given to that Bidder who has quoted his last EBV during the e-RA, earlier than others.
- 62.3 In the above case, if the time of quote also becomes exactly same among the Bidders in a tie, then the ranking among these Bidders shall be done as follows:
 - Step 1: Highest rank (L1) will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
 - Step 2: Ranking will be done based on draw of lots.

At the end of the e-RA, the final discount offered by the L1 bidder on EBV, in the form of price reduction so offered on the EBV, shall be applied proportionately to all of each Line items of SOR 1, SOR 2 and SOR 3 quoted by the bidder initially in the financial bid.

While applying the price reduction obtained after e-RA, all the SOR line items of all the sheets of SOR can be straight away reduced by applying the % reduction factor uniformly on all the line items of all the sheets of Schedule of Rates (SOR).

Accordingly, the revised reduced price of all of the line items of all the sheets of the SOR will be derived.

63 Issuance of NoA and Signing of Contract Agreement/SLA

- 63.1 At the end of selection process, Notification of Award (NoA) will be issued to the Successful Bidder. In case of a JV/Consortium being selected as the successful Bidder, the NoA shall be issued to the Lead Member of the JV/Consortium.

- 63.2 Within 30 (Thirty) days of the release of the NoA as mentioned above, the Successful Bidder/Supplier shall be required to execute the Agreements with Employer on a 'non-judicial stamp paper' of appropriate value. The cost of the 'stamp-paper' shall be borne by the Successful Bidder/Supplier.
- 63.3 Employer will sign two different Agreements:
- i. **Contract Agreement:** For providing the Ex Works-Supply, materials including mandatory spares and any other supplies specified in the Tender Documents under the Scope of Supply and for all services i.e., including Transportation and Insurance of all supplies till site in respect of all the supplies and any other services specified in the Contract including testing and commissioning of DC Package.
 - ii. **Service Level Agreement:** For providing service and maintenance of complete DC package for a period of 15 years from the date of Operational Acceptance of the Project.
- 63.4 In case the successful bidder fails to execute the “Contract Agreement/SLA” as mentioned above, same will be treated as a case of non-responsiveness & default. In such case or non-submission of timely CPG by the successful bidder, SECI at its sole discretion may take appropriate actions including forfeiture of EMD.
- 63.5 SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned. SECI reserves the right to cancel any or all of the bids in view of higher EBV discovered after e-RA.
- 63.6 In all cases, SECI’s decision regarding selection of Bidder through Reverse Auction or other- wise based on EBV or annulment of tender process shall be final and binding on all participating bidders.
- 63.7 The Employer reserves the right to place a repeat order up to an additional quantity of 100% (Hundred percentage) of the awarded DC package capacity on the same price, terms, and conditions of the original contract, by providing suitable extension in delivery period for the additional repeat order quantity. The provision of such additional requirement of supply up to 100% on repeat order basis will be done on mutual agreement basis & the award of such repeated order will be done maximum within 06 months of the original awarded capacity.
- 63.8 For the case of Repeat Order as mentioned above in clause 63.7, the bidder must qualify the General, Technical and Financial QR (based on original tender date) as laid down in the RFP for the repeat order quantity. Such Qualification Requirements will be over and above the QR met by the bidder during the initial stage of bid submission for the original quantity. Bidder must also submit CPG for the repeat order quantity. Such QR and CPG will be calculated on pro rata basis in line with the QR stated in this RfP.

SECTION 6. DEFINITIONS OF TERMS

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

- 64.1 **“AC PACKAGE”** means Engineering, Procurement (excluding BESS) and Construction of 600 MW/ 1200 MWh BESS Standalone project along with 05 years of Comprehensive Operation and Maintenance.
- 64.2 **“AC PACKAGE CONTRACTOR” or “CONTRACTOR”** means the successful Bidder selected under the AC Package.
- 64.3 **“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.
- 64.4 **“AFFECTED PARTY”** means Employer or the Supplier whose performance has been affected by an event of Force Majeure.
- 64.5 **“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.
- 64.6 **“APPROVED”** shall mean approved in writing including subsequent written confirmation of previous verbal approval and **“APPROVAL”** means approval in writing including as aforesaid.
- 64.7 **“APPOINTING AUTHORITY”** for the purpose of arbitration shall be the person so designated by the Employer.
- 64.8 **“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 includes the Arbitral Tribunal.
- 64.9 **“B.I.S.”** means specifications of Bureau of Indian Standards (BIS).
- 64.10 **“BID” or “PROPOSAL”** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfP issued by SECI.
- 64.11 **“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.

64.12 **“BIDDING CONSORTIUM”** or **“CONSORTIUM”** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfP under a Consortium Agreement.

64.13 **“CEA”** means the Central Electricity Authority

64.14 **“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.

64.15 **“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.

64.16 **“CONTRACT”** means the Purchase & Service Order signed by the Employer, along with this RfP document including its amendments and clarifications, if any.

64.17 **“CONTRACT DOCUMENTS”** mean collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Purchase & Service Order and agreed variations if any, and such other documents constituting the Tender and acceptance thereof.

64.18 **“CONTRACT PRICE/VALUE”** means the firm value of the final quoted price, as a result of e- RA (if applicable), by the successful bidder specified in its financial proposal as the sum of individual contract value of Supply & Services (Supply of goods, F&I, Design, installation etc.) as mentioned under the different heads specified in the financial proposal including all the applicable taxes/ Goods & Service taxes.

64.19 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date of the Contract Agreement and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

- i. in the financial year in which the SCD would occur, the Contract Year shall end on the date immediately before the SCD and a new Contract Year shall commence once again from the SCD and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
- ii. Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the Contract Agreement.

64.20 **“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.

64.21 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.

64.22 **“DAY”** shall mean calendar day.

64.23 **“DC PACKAGE”** means Supply and Work includes Design & Engineering, Manufacturing, Testing at manufacturers works, Inspections, Packing and Forwarding, Supply, Receipt, Unloading and Storage at site, Services, obtaining Permits, Licenses, Installation and Incidentals, Insurance at all stages, Erection, Testing and Commissioning and Interconnection works till the PCS output terminals of 600 MW/1200 MWh Battery Energy Storage System (BESS) along with 15 years of Comprehensive Service and Maintenance.

64.24 **“EFFECTIVE DATE”** shall mean the date of issuance of Purchase & Service Order from which the Time for Supply shall be determined or any other specific date as provided in the Notice to Proceed (NTP).

64.25 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.

64.26 **“FACILITY” or “FACILITIES”** shall mean the installed DC Package comprising of Battery Container, PCS, EMS, BMS, associated cables, etc.

64.27 **“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.

64.28 **“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 Employers 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.

64.29 **“GOODS & SERVICE TAX (GST)”** means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws) w.e.f. 01.07.2017, which shall be fully complied with by Bidders.

64.30 **“IEC”** means specifications of International Electro-Technical Commission

64.31 **“INTERESTED PARTIES”** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;

64.32 **“InSTS”** means Intra-State Transmission System.

64.33 **“ISTS”** means Inter-State Transmission System.

64.34 **“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).

64.35 **“kWh”** shall mean Kilo-Watt-hour.

64.36 **“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.

64.37 **“NOTIFICATION OF AWARD”** or **“NoA”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for notification of award of the Project.

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

64.39 **“LLC”** shall mean Limited Liability Company.

64.40 **“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.

64.41 **“MONTH”** shall mean calendar month.

64.42 **“MWh”** means Mega-Watt Hour.

64.43 **“NET-WORTH”** shall mean the Net-Worth as defined in section 2 of the Companies

Act, 2013.

- 64.44 **“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.
- 64.45 **“OBLIGATION”** shall mean the binding duty that is required to be done by the Supplier as agreed upon in the RfP document, Contract Agreement/SLA.
- 64.46 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 64.47 **“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.
- 64.48 **“PROJECT” or “BESS PROJECT”** shall mean the 600MW/1200 MWh BESS standalone project being implemented by SECI.
- 64.49 **“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.
- 64.50 **“PROJECT LOCATION”** shall mean the area identified by SECI, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented.
- 64.51 **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.
- 64.52 **“RfP” or “RfP DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by SECI along with subsequent clarifications and amendments thereof, vide RfP No. SECI/C&P/OP/15/0001/25-26 dated 04.08.2025.
- 64.53 **“SECI”** shall mean Solar Energy Corporation of India Limited.
- 64.54 **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfP to set up the Project, supply electrical output as per the terms of Contract Agreement and service and maintain the DC Package for the 15 years.
- 64.55 **“SPECIFICATION”** shall mean all directions the various Technical Specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the supply or supply to the quantities and qualities of the supply and the materials to be furnished under the Contract for the supply, as may be amplified or modified by the Employer or Engineer-in Charge/Project Manager during the performance of Contract in order to provide the unforeseen conditions or in the best

interests of the supply. It shall also include the latest edition of relevant Standard Specifications including all addenda/ corrigenda published before entering into Contract

64.56 **“STATE TRANSMISSION UTILITY (STU)”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.

64.57 **“SUB-SUPPLIER”** including vendors, means any person to whom supply of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Supplier, and includes its legal successors or permitted assigns.

64.58 **“SUPPLIER”** means the Company or Corporation whose Tender has been accepted by the Employer and includes the Supplier's legal representatives his/ her successors and permitted assigns.

64.59 **“SUPPLIER’S EQUIPMENT”** means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Supplier, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.

64.60 **“SUPPLIER’S REPRESENTATIVE”** means any person nominated by the Supplier and approved by the Employer to perform the duties delegated by the Supplier.

64.61 **“SUPPLIES”** means all the component of the DC Package

64.62 **“SUPPLY”** means the supply of all the component of the DC Package to the Project Site.

64.63 **“TOE”** shall mean Tender Opening Event.

64.64 **“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.

64.65 **“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 RfP. 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 RfP.

Format 7.1

COVERING LETTER

**(The Covering Letter should be submitted on the Letter Head of the Bidding Company/
Lead Member of Consortium)**

Ref. No. _____

Date: _____

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

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

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

East Kidwai Nagar, New Delhi - 110 023

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

Dear Sir/ Madam,

1. We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfP including Qualification Requirements in particular, hereby submit our response to RfP.
2. We confirm that in response to the aforesaid RfP, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfP other than this response to RfP, directly or indirectly, in response to the aforesaid RfP (as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfP, 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 RfP, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard (*strike out whichever is not applicable*).
3. We give our unconditional acceptance to the RfP, dated [Insert date in dd/mm/yyyy], tender documents attached thereto, issued by SECI. In token of our acceptance to the RfP documents along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfP. We shall ensure that we will execute as per the provisions of the tender documents and

provisions of such tender documents shall be binding on us. Further, we confirm that we will execute the Contract within the deadline as per Clause 11 of the RfP.

4. Earnest Money Deposit (EMD): - (Please read Clause 20 carefully before filling)

We have enclosed EMD of INR (*Insert Amount*), in the form of Bank Guarantee/Payment on Order Instrument no..... [*Insert bank guarantee/POI number*] dated [*Insert date of bank guarantee/POI*] as per Format 7.3A/7.3B from [*Insert name of bank providing bank guarantee/POI issuing agency*] and valid up to.....in terms of Clause No. 20 of this RfP.

5. We hereby declare that in the event of getting selected as successful bidder and we are not able to submit Bank Guarantee/POI/Insurance Surety Bond of the requisite value(s) towards CPG, within due time as mentioned in Clause 21 of this RfP on issuance of NoA by SECI and/ or we are not able to sign Contract Agreement with SECI within the timeline as stipulated in the RfP, SECI shall have the right to encash the EMD submitted by us.
6. We have submitted our response to RfP strictly as per this RfP and Section 7 (Sample Forms and Formats) of this RfP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
7. We understand that any 'deviation/ exception' in any form may result in rejection of bid. We, therefore, certify that we have not taken any 'exception/ deviation' anywhere in the bid and we agree that if any 'deviation/ exception' is mentioned or noticed, our bid may be rejected.

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

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of Contract.

9. Familiarity with Relevant Indian Laws & Regulations: -

We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfP and execute the Contract, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in tender have been fully examined and considered while submitting the Bid.

10. We are submitting our response to the RfP with formats duly signed as desired by you in the RfP online for your consideration.
11. It is confirmed that our response to the RfP is consistent with all the requirements of

submission as stated in the RfP, including all clarifications and amendments and subsequent communications from SECI.

12. The information submitted in our response to the RfP 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 RfP.
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 RfP. We confirm that in the event of issuance of NoA under the RfP, the Price indicated in the NoA shall be valid until the signing of Contract Agreement, pursuant to Clause 63.5 of the RfP.

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 a Supplier's event of default under this RfP and consequent provisions of RfP shall apply.

Encl.: Appendix-I & II of the Covering Letter.

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.

BIDDER'S GENERAL INFORMATION

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

S. No.	Description	Remarks
1.	Name of the Bidder <i>(In case of JV/ Consortium, name of all the members to be indicated and lead member to be identified)</i>	
2.	Status of the Firm/each member of JV/Consortium <i>(Type of the bidder i.e. Company, LLP, Partnership, Proprietorship, etc.)</i>	
3.	Bidding company/each member of JV/Consortium is listed in India	Yes/No
4.	Mailing Address of Registered Office	
5.	Mailing Address of Operation Office	
6.	Authorized Contact Person (as per PoA/ Board Resolution) with Name, Designation, Address and Mobile Phone No., E mail address / Fax No. to whom all references shall be made.	
7.	Year of Incorporation	
8.	ISO Certification	Yes/No
9.	Permanent Account Number (PAN) of the Bidder <i>(Copy of PAN Card to be enclosed)</i>	
10.	GST Certificate Number <i>(Proof to be submitted – GST No acknowledgement OR Email from GoI)</i>	
11.	GSTN Address	
12.	PF Registration Number with Details <i>(Copy of Registration to be enclosed)</i>	
13.	ESI Registration Number with Details <i>(Copy of Registration to be enclosed)</i>	
14.	Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for any work	Yes/ No (if Yes, please provide details)
15.	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
16.	Whether company is MSME as on the bidding date	

(Name, Signature and Stamp of the Authorized Signatory)

Appendix-II to Covering Letter

A. Battery Cell			
S. No.	Item	Unit	Specification
1.	Cell dimensions (W x D x H)	mm	
2.	Weight	kg	
3.	Nominal Ah Capacity	Ah	
4.	Nominal Wh Capacity	Wh	
5.	Energy Density (Gravimetric/Volumetric)	(Wh/kg) / (Wh/L)	
6.	Maximum Voltage	V	
7.	Nominal Voltage	V	
8.	Minimum Voltage	V	
9.	Permissible Temperature (Charging)	°C	
10.	Permissible Temperature (Discharging)	°C	
11.	Permissible Temperature (Storage)	°C	
Certifications			
Standard		Availability (Yes/No)	Certificate Details (If Available)
14.	UN 38.3 (or) IEC 62281		
15.	UL1973, Appendix E (or) IEC 62619 + IEC62305 (or) UL1642		
16.	UL 9540 A		

(Name, Signature and Stamp of the Authorized Signatory)

B. Battery Module			
S. No.	Item	Unit	Specification
1.	Configuration (XXPYYS) (Where XX cells are in series, YY series connected strings in parallel)	-	
2.	Module dimensions (W x D x H)	mm	
3.	Weight	kg	
4.	Nominal kWh Capacity	kWh	
5.	Energy Density (Gravimetric/Volumetric)	(Wh/kg) / (Wh/L)	
6.	Maximum Voltage	V	
7.	Nominal Voltage	V	
8.	Minimum Voltage	V	
9.	Permissible Temperature (Charging)	°C	
10.	Permissible Temperature (Discharging)	°C	
11.	Permissible Temperature (Storage)	°C	
12.	Recommended Application (C-rate / P-rate)	-	
Battery Management System (Module level)			
13.	Functions	-	
Certifications			
Standard		Availability (Yes/No)	Certificate Details (If Available)
14.	UN 38.3 (or) IEC 62281		
15.	UL 1973 (or) IEC 62619 + IEC 62305		
16.	UL 9540 A		

(Name, Signature and Stamp of the Authorized Signatory)

C. Battery Rack			
S. No.	Item	Unit	Specification
1.	Configuration (XXPYYS) (Where XX cells are in series, YY series connected strings in parallel)	-	
2.	Rack dimensions (W x D x H)	mm	
3.	Nominal kWh Capacity	kWh	
4.	Maximum Voltage	V	
5.	Nominal Voltage	V	
6.	Minimum Voltage	V	
Battery Management System (Rack level)			
7.	Functions	-	
HV Box			
8.	Specifications	-	
9.	Key components	-	

(Name, Signature and Stamp of the Authorized Signatory)

D. Battery Container			
S. No.	Item	Unit	Specification
1.	Configuration (XXPYYS) (Where XX cells are in series, YY series connected strings in parallel)	-	
2.	Container dimensions (W x D x H) (Mandatory)	mm	
3.	Weight	kg	
4.	Nominal kWh Capacity	kWh	
5.	Energy Density (Gravimetric/Volumetric)	(Wh/kg)/ (Wh/L)	
6.	Maximum Voltage	V	
7.	Nominal Voltage	V	
8.	Minimum Voltage	V	
9.	Permissible Temperature (Charging)	°C	
10.	Permissible Temperature (Discharging)	°C	
11.	Permissible Temperature (Storage)	°C	
12.	Recommended Application(C-rate/P-rate)	-	
13.	Communication Protocol	-	
14.	Auxiliary Load	kW	
Battery Management System (Container level)			
15.	Functions	-	
Other Auxiliary Systems			
20.	Cooling System (Liquid cooling / HVAC / LCS + HVAC)	-	
21.	Fire Suppression System (Aerosol/ Clean Agent/Water-based/ Other)	-	
22.	Power Distribution Section (Yes with UPS backup/Yes without UPS/No)	-	
Certifications			
Standard		Availability (Yes/No)	Certificate Details (If Available)
23.	UL 9540		
24.	UL 9540 A		
Other Required Attachments			
25.	Degradation Curve (guaranteed by Manufacturer)		
26.	Cycle Life vs DoD @ 25 °C (guaranteed by Manufacturer)		
27.	Model Warranty Statement		

(Name, Signature and Stamp of the Authorized Signatory)

E. Power Conditioning System (PCS)			
S. No.	Item	Unit	Specification
1.	PCS dimensions (W x D x H)	m	
2.	Weight	kg	
3.	Full power DC Voltage Range At 50°C	V	
4.	DC Voltage operating range	V	
5.	Maximum DC Voltage	V	
6.	Maximum DC Current at 50°C	A	
7.	Output Power at 50°C	kW	
8.	Maximum current at 50°C	A	
9.	Max Harmonic Distortion at 100% load	%	
10.	Rated AC output voltage	V	
11.	Tolerance on rated AC output voltage	%	
12.	Rated frequency	Hz	
13.	Operating frequency range	Hz	
14.	Power factor control range	-	
15.	European efficiency	%	
16.	Maximum loss in Sleep Mode	W	
17.	Quadrants of Operation	-	
18.	Degree of Protection	-	
19.	Operation Temperature Range	°C	
20.	Grid Support Functions	-	
21.	Communication Protocol	-	
22.	Auxiliary Load	W	
Certifications			
Standard		Availability (Yes/No)	Certificate Details (If Available)
23.	IEC 61683 Ed. 1 (1999)		
24.	IEC 62109-1 Ed. 1 (2010)		
25.	IEC 62109-2 Ed. 1 (2011)		
26.	IEC 61000-6-2 Ed. 2 (2005)		
27.	IEC 61000-6-4 Ed. 2.1 (2011)		
28.	IEC 62116 Ed. 2 (2014)		
29.	IEC 61727:2004 Ed. 2 (2004)		
30.	IEC 60068-2-1 Ed. 6 (2007)		
31.	IEC 60068-2-2 Ed. 5 (2007)		
32.	IEC 60068-2-14 Ed. 6 (2009)		
33.	IEC 60068-2-30 Ed. 3 (2005)		
34.	CEA Technical Standards for Connectivity to the Grid Regulations 2007 with 2013 Amendment		

(Name, Signature and Stamp of the Authorized Signatory)

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 RfP) in response to the RfP 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 RfP.

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 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 ofand having its Registered/ Head Office atas 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 RfP No.....

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

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

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT
(EMD)

(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 'Bidder') submitting the response to RfP 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 RfP No. _____
dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfP of [*Insert the name of the Bidder*] as per the terms of the RfP, 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 SECI*] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [*Insert amount not less than that derived in line with Clause 20 of the RfP*],
only, on behalf of M/s _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____ [*insert date of validity in accordance with Clause No. 20 of this RfP*] 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 _____ [*insert date of validity in accordance with Clause No. 20 of this RfP*]. SECI shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause No. 20 of this RfP*].

The Guarantor Bank hereby agrees and acknowledges that the 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 Bidder*] 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 Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause No. 20 of this RfP*].

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. 20 of this RfP*].

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.

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__

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

No.

Date

SECI,

Registered

Reg: M/s _____ (insert name of the Bidder) – 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 _____, on behalf of _____ (*insert name of the Bidder*), 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 Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfP 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 RfP No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfP of [*Insert the name of the Bidder*] as per the terms of the RfP, 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 SECI*] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [*Insert amount not less than that derived in line with Clause 20 of the RfP*], only, on behalf of M/s _____ [*Insert name of the Bidder*].
4. 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;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ 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.
6. 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.
7. SECI shall be entitled to invoke this PoI till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 20 of this RfP]

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 OF INSURANCE SURETY BOND TOWARDS EMD

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

Insurance Surety Bond No.:

Date:

To,

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

Dear Sir,

In accordance with your RfP No.dated, M/s*[Insert name of the Bidder]* having its Registered/Head Office at..... *[Insert address of the bidder]* (hereinafter referred to as 'bidder') wish to participate in the said bid for*[Insert name of the RfP]*.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of *[Insert amount not less than that derived in line with Clause 20 of the RfP]* valid for.....*[insert date of validity in accordance with Clause No. 20 of this RfP]* required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfP Documents.

We, the..... *[Insert name of the 'Insurer']* having our Head Office at*[Insert address of the Insurer]* guarantee and undertake to pay immediately on demand by Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI') the amount of *[Insert amount not less than that derived in line with Clause 20 of the RfP]* without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by SECI shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid up to..... *[insert date of validity in accordance with Clause No. 20 of this RfP]*. SECI shall be entitled to invoke this Surety Bond till _____ *[Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 20 of this RfP]*

If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s*[Insert name of the Bidder]* on whose behalf this Insurance Surety Bond is issued.

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 Bidder]* 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.

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

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this day of 20..... at

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Power of Attorney No.....

Date.....

Email id of the Branch for confirmation of this Bond:

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
2. SECI shall be the Creditor, the bidder 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 bidder/Insurer issuing the Insurance Surety Bond.

FORMAT FOR BANK GUARANTEE TOWARDS CPG

(To be submitted separately for each Project)

(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 RfP 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 RfP dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfP of[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Supplier and issuing Notification of Award No. _____ to _____ (*Insert Name of selected Supplier*) as per terms of RfP.

As per the terms of the RfP, 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 RfP].

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 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 RfP 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 RfP dated..... issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfP of[insert the name of the selected Supplier] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Supplier and issuing Notification of Award No ----- to (Insert Name of selected Supplier) as per terms of RfP.
4. As per the terms of the RfP, 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: -
 - (i) 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;

- (j) 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;
 - (k) 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;
 - (l) 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.;
 - (m) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (n) 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;
 - (o) 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;
 - (p) 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 up to_____ 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 PoI 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 RfP].

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 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,
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

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 RfP 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 RfP.

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 Surety Bond 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 RfP].

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 FOR ADVANCE BANK GUARANTEE

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

Bank Guarantee No.:

Date:

Contract No.

..... [Name of Contract]

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate-B, NBCC Office Block
Tower-2, East Kidwai Nagar,
New Delhi-110023, India

Dear Sir / Madam,

We refer to the Contract ("the Contract") signed on(insert date of the Contract) between you and M/s (Name of Supplier),

(or)

vide NOA no..... issued on (insert date of the notification of award) by you to M/s (Name of Supplier) having its Principal place of business at (Address of Supplier) and Registered Office at (Registered address of Supplier) ("the Supplier") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project)

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Supplier an interest free Advance Payment against furnishing of an irrevocable bank guarantee for an amount of (Amount in figures and words) which is equal to 110% of the amount of Advance Payment.

By this letter, we, the undersigned, (insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/ Head Office at (insert address of registered office of the bank) do hereby irrevocably guarantee repayment of (Amount of the bank guarantee in figures and words) upon the first demand of the SECI without cavil or argument in the event that the Supplier fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment, taking into account such amounts, which have been repaid by the Supplier from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Supplier up to sixty (60) days beyond the date on which the entire Advance Payment along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to sixty (60) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. up to sixty (60) days beyond the date of Completion of the Facilities by SECI i.e. up to and inclusive of (dd/mm/yyyy).

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

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].
2. This Bank Guarantee shall be valid up to _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel. _____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness: Signature_____

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 RfP vide RfP No. _____ for _____ (insert title of the RfP), including signing and submission of all documents and providing information/ response to RfP 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)*

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

FORMAT FOR 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 RfP and execution of Contract Agreement (in case of award), against RfP 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 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023

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 RfP for _____ (insert title of the RfP);

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

WHEREAS the RfP stipulates that in case response to RfP 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 RfP for self and agent for and on behalf of Member-2, _____, Member-n and to submit the response to the RfP. 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 RfP.
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 RfP/ 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 RfP.
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 RfP 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 FOR TECHNICAL REQUIREMENT

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

Ref. No. _____

Date: _____

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

Tel. #:

E-mail address

To

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

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

Dear Sir/ Madam,

We certify that the Bidding Company/Lead Member in a Bidding Consortium/JV is meeting the Technical Eligibility Requirements as per the provisions of the RfP.

According the following details are submitted for the fulfilment of the Technical Eligibility Requirements as per the provisions of RfP

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

* Commissioning certificate, Work order/Contract/Agreement/LOI and Performance Certificate from the Client.

(Signature, Stamp & Name of the Authorized Signatory)

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
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023**

Sub: Response to RfP 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 RfP. 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 RfP.

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 RfP, 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 RfP.

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 RfP vide RfP 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 Consortium Member & 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.

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

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of Employer that we have given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to Employer by us.

(Name and Signature of the Authorized Signatory)

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 RfP No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfP Selection process for the RfP 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 RfP, 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 RfP/Contract Agreement including but not limited to cancellation of our response to this RfP 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 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 RfP No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfP, 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 RfP, i.e. RfP 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 RfP 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 RfP, we are not complicit with other such bidders participating in this RfP, 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 RfP, 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 RfP/Contract Agreement

including but not limited to cancellation of our response to this RfP 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.

INTEGRITY PACT

(The scanned version of the format, duly signed by SECI's authorized signatory, is available on the ETS portal as addendum to the RfP. Bidders are required to submit signed and scanned copy of the document available on ETS portal)

INDEMNITY BOND

(To be executed on Stamp Paper of Appropriate Value by the Successful Bidder)

This INDEMNITY BOND is made this..... day of 20..... by M/s., a Company registered under the Companies Act, 1956/ having its Registered Office at(hereinafter called as "Supplier" or "Obligor" which expression shall include its successors) in favour of Solar Energy Corporation of India Limited, a company incorporated under the Companies Act 2013, having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 and its authorized representatives hereinafter called "Employer" or "SECI" or "Employer" which expression shall include its successors and assigns):

WHEREAS SECI has awarded to the Supplier, a Contract vide its Purchase & Service Order No Dated and/or Contract Agreement No..... dated..... executed on (hereinafter called the "Contract").

NOW, THEREFORE, this Indemnify Bond witnesseth as follows:

1. That in consideration of work as mentioned in the Contract, total valued at Rs. (Rupees *in words*.... only), valued as a summation of the referred contracts and handed over to the Supplier for the purpose of Performance of the Contract (s), the Supplier hereby undertakes to indemnify and shall keep SECI and their authorized representatives, indemnified, for the full value of the Contract during the tenure of this contract or its extension if agreed to.
2. Supplier confirms that they are aware of all the contractual obligations regarding payment to all personnel and labours including that of the sub – vendors & sub –Suppliers of Supplier, involved in this project, as well as various contractual, statutory and non – statutory obligations as per legal requirements and have complied with the obligations to the best of information and knowledge.
3. Supplier also confirms, that they are in compliance of all the provisions and requirements, including but not limited to, the following acts/ laws/ provisions and other applicable statutory and non-statutory regulations:
 - a. Contract Labor (Regulation & Abolition) Act, 1970
 - b. Wages Act, 1936
 - c. Minimum Wages Act, 1948
 - d. Employer's Liability Act, 1938
 - e. Workmen's Compensation Act, 1923
 - f. Industrial Dispute Act 1947
 - g. Maturity Benefit Act 1961
 - h. Mines Act 1952
 - i. Employees State Insurance Act 1948

4. Supplier, hereby confirm, that in the event any contractual or statutory obligation is found to be deficient in compliance or found non-complied, Supplier will indemnify SECI and take necessary actions to comply with the same within the permissible time period.
5. Supplier also confirms that, should there be any charges or penalty, of any kind imposed on SECI or its authorized representatives, for non-compliance of legal or statutory requirements by Supplier during its tenure of the Contract, Supplier agrees to indemnify SECI against all damages, libel or suit, in full for the same on raising such a demand by SECI and promises to pay the same within 30 days.
6. We do further undertake that this above stated warranty is inclusive of materials and labour.

IN WITNESS WHEREOF, the Supplier has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned

Signature of authorized signatory:

Name of authorized signatory:

Designation of authorized signatory:

Date:

e-BANKING FORMAT

(To be submitted on the Letter Head of the Successful Bidder/Supplier)

1. Supplier Name:
2. Supplier Code:
3. Supplier Address:
4. Supplier E-mail ID:
5. Particulars of Bank Account
 - a) Name of Bank:
 - b) Name of Branch:
 - c) Branch Code:
 - d) Address:
 - e) Telephone Number:
 - f) Type of Account:
 - g) Account Number:
 - h) RTGS IFSC Code:
 - i) NEFT IFSC Code:
 - j) 9-digit MICR code:

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

(Name, Signatory and Designation of authorized signatory)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp:

Date:

(Signature of authorized officer of bank)

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address#

To

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

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

Dear Sir/ Madam,

I/We, _____ *(Insert Name of the Bidder)* enclose herewith the Financial Proposal for selection of my/ our firm for a cumulative capacity of 600MW/1200MWh BESS standalone project in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 6 months from the due date of submission of the response to RfP and until the date of signing of Contract Agreement, pursuant to Clause 62.5 of the RfP, and such further period as may be mutually agreed upon.

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.

Notes:

- 1. There can be only one Price for the project applied for. If the Bidder quotes two Prices or combination thereof for the Project, then the bid shall be considered as non-*

responsive.

- 2. Price requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
- 3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
- 4. Price should be in Indian Rupee up to two decimal places only.*

**FORMAT FOR SUBMISSION OF FINANCIAL BID (SCHEDULE OF RATES/
PRICE BID)**

Attached Separately

Notes for the Schedule of Rates (SOR)/ Price Bid:

1. Bidders are required to quote for the Total Contract Price on Lumpsum basis in cognizance with the Tender Terms & Conditions.
2. Bidder's quoted prices shall be strictly as per various Formats included under the Schedule of Rates (SOR)/Price Bid. Bidder shall quote Lumpsum (LS) Price for the entire scope of work as per the RfP.
3. All the Columns of quoted items in the Schedule of Rates including currency must be filled with required information, as applicable.
4. Bidder must quote the price in enclosed SOR formats only. The formats shall not be changed and/ or retyped.
5. Bidder to note that breakup of Lumpsum price is to be provided for assessment of Evaluated Bid Value (EBV), however total price payable under the Contract shall be restricted to the Lumpsum Price/ Contract Price only.
6. The Lumpsum Price shall be considered as Total Contract Price Which Employer/SECI agrees to pay and the Supplier agrees to accept as full compensation for the Supplier's full performance of the Work in accordance with the provisions of the Contract Documents. Contract Price shall not be subjected to any adjustment except in case of Change Order or Statutory Variations in accordance with the provisions of the Contract.
7. The price quoted shall be Lumpsum price on Turnkey basis. Unless the basic parameter changes or additional/ extra requirements are made, total payments to be made to the contractor shall be limited to Lumpsum price indicated, irrespective of the progressive payments made during execution based on the split up of price.
8. Obligation of the Supplier is not limited to the quantities that the Supplier may either indicate in the Schedule of Breakup of Lumpsum Prices along with his bid or in further detailed break of Lumpsum prices furnished along with the bid or after award of work. Supplier shall carry entire scope of work/ supplies as detailed in various sections/ volumes of the Tender Document within the quoted Lumpsum Price (Contract Price).
9. Lumpsum Prices quoted by the Bidder shall include cost of any other supplies/ work(s) not specifically mentioned in the Bidding Document but necessary for the efficient,

trouble free commissioning & operation of the Plant and to make this package job complete. Quoted price is FIRM and fixed till complete execution of the entire order. Also, variation on account of Foreign Exchange rate is not to be payable extra.

10. Spares for start-up/ commissioning and mandatory spares required are in Supplier's Scope and deemed included in the quoted Lumpsum Prices.
11. Bidder shall furnish following Forms of Schedule of Rates: -
 - i. Schedule No. 1: Ex Works basis Supply of BESS and Mandatory Spare Parts Supplied from Within the Employer's Country on EXW basis including Freight, Installation and Other Services including GST/Taxation
 - ii. Schedule No. 2: Net Present Value (NPV) of Service and Maintenance Price including GST/Taxation for the total S&M period for the DC Package to be calculated at a given discounting rate
 - iii. Schedule No. 3: Grand Summary (Schedule Nos.1 to 2)
12. INR = Indian Rupees
13. Bidder confirms that he has noted the contents of the Preamble to the Schedule of Rates, Schedule of Rate, Bid Document and quoted his Prices accordingly without any deviation.
14. Service & Maintenance (S&M) Charges on YoY basis must be equal or in ascending order only.
15. Although, it's a lumpsum turnkey contract, the line items of the SOR Sheet or the Project BBU prepared on the basis of SOR will be used for the treatment of Change in Law, Payments, Short-Closure, Quantity Variations or for any other reasons not specified here but are in interest of the project.

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

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

GENERAL

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

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Solar Energy Corporation of India Limited (SECI)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - a) Query to SECI (Optional)

- b) View response to queries posted by SECI
- 8. Bid-Submission on ETS
- 9. Post-TOE clarification on ETS (optional)
- 10. Respond to SECI Post-TOE queries
- 11. Participate in e-Reverse Auction if invited

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

Digital Certificates

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

Registration

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

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

Important Note:

1. Interested bidders have to download official copy of the RfP & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfP and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Centre’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

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

ISN-ETS/ Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i>
Email-ID	support@isn-ets.com [Please mark CC: support@electronicstender.com]

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Envelope I (Techno-commercial Bid)
 - Envelope II (Financial Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 46.1 of the RfP, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of

e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the ‘Main-Bid’, the contents of the ElectronicForms® shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by SECI.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of

your tender submission deadline on ETS.

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Bid Processing Fee and Cost of RfP Document, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.

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

NOTE:

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

ADDITIONAL DOs AND DON'Ts FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.

- A valid e-mail ID of the Organization/ Firm
Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-ets.com. Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet.

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the Price and total capacity of project of qualified Project(s), SECI shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in RfP Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfP document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfP document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfP document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Employer. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last-minute hosting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.

- c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfP document.
 - e) Order finalization and post order activities such issue of LOA, signing of Contract Agreement, etc. would be transacted directly between successful bidder(s) and SECI.
 - f) NOA shall be placed outside the ETS e-portal & further processing of the NOA shall also be outside the system.
 - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - A of the RfP document.
 - h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
 - i) SECI will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
 - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.bharat-electrontender.com>.
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - 5 and other provisions of Reverse Auction in RfP documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes

3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Price quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by SECI on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by SECI. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. SECI shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

SECI reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

SECI shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of SECI shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfP document and other correspondences, if any, till date.

Annexure-B has been attached separately with the RfP document.

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

1. Definitions:

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

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

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

future business with Employer for a period specified in clause B 2.2 below from the date of issue of banning order.

2.2. Irregularities noticed after award of contract:

- ii. During execution of contract: If an agency, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the agency shall be banned for future business with Employer for a period specified in para B 2.2 below from the date of issue of banning order.

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

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

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

- iii. After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period: If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the agency shall be banned for future business with Employer for a period specified in para B 2.2 below from the date of issue of banning order.

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

- iv. After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with Employer for a period specified in para B 2.2 below from the date of issue of banning order.

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

2.3. Period of Banning:

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

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

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

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

- 3.2. However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency shall be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- 3.3. If an agency is banned during tendering and irregularity is found in the case under process:
- i. after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - ii. after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.
 - iii. after opening of price bid, EMD, if applicable made by the agency shall be returned; the offer/Bid of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/ other tender