



**Request for Proposal (RfP) Document  
for  
Supply of 80 MW Power on Short-Term Basis  
Through Tariff-Based Competitive Bidding**

**RfP No. SECI/C&P/IPP/17/0001/26-27 dated 01.04.2026**

**Tender Search Code on ISN-ETS: SECI-2026-TN000005**

***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***

## **DISCLAIMER**

1. Though adequate care has been taken while preparing the RfP document, the bidder(s) shall satisfy themselves that the document is complete in all respects. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **02 (Two) days from the date of issuance of RfP documents**, it shall be considered that the document is complete in all respects and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this document.
3. This RfP document has been prepared in good faith, and on best endeavor basis. Neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. All rights to this RfP document and its contents are reserved by SECI. No portion of this document may be copied, reproduced, distributed, or transmitted in any form or by any means, whether electronic, mechanical, photocopying, recording, or otherwise, without the prior written consent of SECI, except as permitted under applicable Indian copyright laws for brief quotations in reviews or other non-commercial uses. Any third-party content included herein is subject to the intellectual property rights of the respective owners and may not be used without their explicit permission
5. 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: \_\_\_\_\_.2026

## BID INFORMATION SHEET

The brief details of the RfP document are as below:

<b>(A)</b>	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	Selection of Supplier for Supply of 80 MW Power on Short-Term Basis under Tariff-Based Competitive Bidding	
<b>(B)</b>	<b>RFP DOCUMENT NO. &amp; DATE</b>	SECI/C&P/IPP/17/0001/26-27 dated 01.04.2026	
<b>(C)</b>	<b>TYPE OF BIDDING SYSTEM</b>	SINGLE BID SYSTEM	<input type="text"/>
		TWO BID SYSTEM	<input type="text" value="Yes"/>
<b>(D)</b>	<b>TYPE OF RFP DOCUMENT</b>	E-TENDER	<input type="text" value="Yes"/>
		MANUAL	<input type="text"/>
<b>(E)</b>	<b>RFP PROCESSING /TENDER FEE</b>	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
Amount: In line with Clause 3 of the RfP document			
<b>(F)</b>	<b>EARNEST MONEY DEPOSIT (EMD)</b>	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
Amount: In line with Clause 6 of the RfP document, to be submitted in the form of Bank Guarantee, along with the response to RfP document.			
<b>(G)</b>	<b>PERFORMANCE BANK GUARANTEE</b>	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
Amount: In line with Clause 7 of the RfP document.			

(H)	<b>OFFLINE &amp; ONLINE BID-SUBMISSION DEADLINE</b>	As per NIT on ISN-ETS portal
(I)	<b>TECHNO-COMMERCIAL BID OPENING</b>	As per NIT on ISN-ETS portal
(J)	<b>e-REVERSE AUCTION (e-RA)</b>	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
(K)	<b>CONTACT DETAILS OF ISNETS PORTAL</b>	<b>M/s Electronic Tender.com (India) Pvt. Ltd.</b> Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs. to 18:00 Hrs. on all working Days i.e. Monday to Friday except Govt. Holidays) Email: <a href="mailto:support@isn-ets.com">support@isn-ets.com</a>
(L)	<b>NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RFP DOCUMENT)</b>	Sh. Atulya Kumar Naik Executive Director (Contracts & Procurement)  Solar Energy Corporation of India Limited 6 <sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi – 110 023 Contact No.: 011-24666200
(Ms)	<b>DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED</b>	1) Sh. Pratik Prasun DGM (C&P) Ph: 011-24666237 <a href="mailto:pratikpr@seci.co.in">pratikpr@seci.co.in</a> 2) Sh. Swapnil Gandhi Dy. Manager (C&P) Ph: 011-24666359 <a href="mailto:swapnil.gandhi@seci.co.in">swapnil.gandhi@seci.co.in</a>

- 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 wishes to quote against this RfP document, 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](http://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.
- Amendment(s)/ 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.bharatelectronicstender.com> and [www.seci.co.in](http://www.seci.co.in). No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on [www.seci.co.in](http://www.seci.co.in) and the details will be available only from <https://www.bharat-electronicstender.com>.**

## 1. Background and Introduction

Solar Energy Corporation of India Limited (hereinafter referred as “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.

With an objective of promoting competitive procurement of electricity by Distribution Licensees for their short-term demand (for a period of more than one day to one year), reduction of the Power Purchase cost of Distribution Licensees through a process of planned procurement based on transparent guidelines, and to facilitate transparency and fairness in procurement processes, Ministry of Power has issued “Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process” vide Gazette Resolution No. 23/25/2011-R&R (Vol-III) dated 30.03.2016 and its subsequent amendments.

As a part of these Guidelines, SECI as an as an Authorized Representative (AR) of the Distribution Licensee (End Procurer/Buying Entity) i.e. Tripura State Electricity Corporation Limited (TSECL), or an Intermediary Procurer, hereby invites the proposals/offers from the Generators, licensed power traders and utilities (Bidders) for supply of 80 MW Power on short-term basis to TSECL for a period commencing from 01<sup>st</sup> April 2026 to 30<sup>th</sup> June 2026.

## 2. Invitation for Bids

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

They may obtain further information regarding this RfP document 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 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 RfP document.

- iii. Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet. Bid proposals received without the stipulated Bid Processing Fees/Tender 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.**
- iv. 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 ISN-ETS bidding portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfP document shall be uploaded on ISN-ETS portal. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS portal. The same may also be uploaded on SECI's website also. However, in case of any discrepancy, the information available on ISN-ETS portal shall prevail.
- v. SECI reserves the right to cancel/withdraw/defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- vi. 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 subheadings in the contract has been inserted for case of reference only & shall not affect the interpretation of this document.

### 3. Bid Processing/Tender Fees

All the Bidders shall make a payment of INR 40,000 + applicable GST, 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](http://www.seci.co.in), under the "Payment Modes" of "Business Partners" tab. Upon making the necessary payments, the prospective Bidders shall immediately write to SECI (mailing to [finance@seci.co.in](mailto: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.

After the completion of the bidding process, only Successful Bidder(s) will have to pay these charges for the quantum allocated to each Bidder. The balance amount will be refunded by SECI within seven (7) working days without any interest. The fees deposited by non-Selected Bidder(s) will also be refunded by SECI without any interest, within seven (7) working days of completion of the event.

### 4. Total Capacity Offered

Selection of Bidders for supply of 80 MW Power on short term basis will be carried out through e-bidding followed by separate e-Reverse Auction process as per following details:

Period of Power Supply	Duration	Quantum of Power (MW)	Delivery Point
01 <sup>st</sup> April 2026 to 30 <sup>th</sup> June 2026	18:00 Hrs. to 24:00 Hrs.	80	State Periphery

A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a cumulative quantum of 80 MW, in the prescribed formats.

**It is clarified that the total quantum offered under this RfP document i.e. 80 MW, shall be allocated to a single Bidder/Supplier.**

### 5. Qualification Criteria

The Qualifying Requirements for a bidder to bid for this RfP are as follows:

- i. Bidders may offer a mix of any Energy Sources like thermal, nuclear solar, wind and/or hydro capacity, hybrid, BESS, Storage etc. A single composite tariff shall be quoted for the offered capacity.
- ii. The bidder must quote not less than 10 MW quantum of power from single source of

generation.

- iii. The quantum of power offered by the bidder shall be firm power for the duration mentioned above.
- iv. The bidder shall submit the details of bidder company details as per Annexure-I of RfP specification for consideration of their bid.

If Bidder is a Trader, it shall submit a copy of Trading License issued by Appropriate Commission for inter-State transactions in electricity with category in force & self-certification that it is eligible to perform its transaction under these RfP documents.

- v. If Bidder is a Trader, it shall submit an authenticated copy of executed power purchase agreement or Back-to-Back contract for an equivalent arrangement for firm supply of power.

‘Back-to-Back contracts’ shall mean the contracts for inter-State transactions in electricity in which a Trading Licensee buys a specific quantity of power for a particular duration from one party and simultaneously sells it to another party on similar terms and conditions, and shall include the contracts, wherein the parties specifically agree that the contracts are back-to-back contracts;

- vi. The Bidder shall submit an undertaking in its bid that it shall provide an energy transfer statement on monthly basis, duly certified by SLDC/Appropriate Government Authority, clearly specifying the quantum of energy (in kWh terms) supplied to TSECL/SECI during previous month.
- vii. In case it is found at any stage that there is violation of bid conditions to fulfil the criteria as per Clause 5.i above, it will be considered a violation of bid conditions, which will result in forfeiture of EMD/CPG.

**NOTE: Bidders who are found qualified meeting the above criteria as part of their Technical Bids, shall only be considered for opening of Financial Bids [i.e. Initial Price Offering (IPO)].**

## **6. Earnest Money Deposit (EMD)/ Bank Guarantee (BG)**

The Bidders are required to submit EMD @ INR 7,500/- per MW per month in the form of Bank Guarantee/e-Bank Guarantee (as per Annexure-III) issued by any Nationalized/Scheduled Bank. The EMD shall be valid for at least 60 days from the date of bid submission. The EMD is required to be issued and submitted in the name of SECI.

All expenditure towards execution of Bank Guarantee such as stamp duty etc. shall be borne by the Bidders. Any Bank Guarantee or amendment to be submitted as part of the bidding process, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank, with the following bank details:

Account Holder's Name: Solar Energy Corporation of India Limited,  
Account No.: 10070882654,  
IFSC: IDFB0020101,  
Bank Name: IDFC First Bank Limited,  
Branch: Express Building, 2nd Floor, 9-10, Bahadurshah Zafar Marg, New Delhi- 110 002,  
and a confirmation in this regard is received by SECI.  
Message Type: IFN760COV is to be used by the issuing bank.

Forfeiture of EMD:

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

- i. If Bidder withdraws bid during Bid Validity Period except as provided in MoP guidelines.
- ii. For non-submission of Contract Performance Guarantee by Successful Bidder(s).

The EMD shall be refunded/returned to the unsuccessful Bidders within 10 days of expiry of Bid validity period.

The EMD of the Successful Bidder(s) shall be refunded/returned after furnishing the Contract Performance Guarantee (CPG).

## **7. Contract Performance Guarantee (CPG)**

- i. The Successful Bidder(s) shall submit the CPG within 7 days from the date of selection of Successful Bidder(s) for an amount calculated @ INR 50,000/- per MW per month of contract period or part thereof. The CPG is required to be issued and submitted in the name of SECI.
- ii. The CPG shall be in the form of Bank Guarantee (BG) (as per Annexure-VI) issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 2 months after the expiry of contract period. In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the RfP shall be encashed by SECI.
- iii. The CPG provided by the Successful Bidder(s) shall be encashed by SECI for non-performance of the contractual obligations. The CPG will be released within 60 days after completion of Contract Period.
- iv. All expenditure towards execution of Bank Guarantee such as stamp duty etc. shall be borne by the Bidders. Any Bank Guarantee or amendment to be submitted as part of the bidding process, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank, with the following bank details:

Account Holder's Name: Solar Energy Corporation of India Limited,  
Account No.: 10070882654,  
IFSC: IDFB0020101,  
Bank Name: IDFC First Bank Limited,  
Branch: Express Building, 2nd Floor, 9-10, Bahadurshah Zafar Marg, New Delhi- 110  
002,  
and a confirmation in this regard is received by SECI.  
Message Type: IFN760COV is to be used by the issuing bank.

## **8. Bid Validity Period**

The offer shall remain valid till **20 days** from bid submission date and the Bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity. In case the bidder withdraws or alters any terms and conditions during the period of validity, EMD submitted by the bidder may be forfeited.

## **9. Compliance with the terms and conditions**

The Bidders are advised to ensure that the bid is fully compliant with the requirements specified, terms and conditions contained in the Bid Document.

## **10. Tariff Structure**

The Bidder shall quote the single tariff in INR/kWh at the Delivery point i.e. State Periphery up to (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader) and all taxes and duties cess etc., imposed by Central Govt., State Govt., Local bodies. Tariffs shall be designated in Indian Rupees only. The bidder is not required to consider the transmission charges for Temporary General Network Access (T-GNA) in the tariff. T-GNA charges including RLDC application fees if any, shall be on account of TSECL and TSECL shall reimburse T-GNA charges whenever applicable to the Supplier separately within 03 working days of issue of T-GNA charges bill by the Supplier after the approval of T-GNA by RLDC.

- i. Delivery Point shall be State Periphery.
- ii. All the open access charges, transmission withdrawal charges (T-GNA) including STU charges & losses, Scheduling Charges, operating charges, Application fee of SLDC beyond delivery point including the delivery point shall be borne by TSECL. And the same up to delivery point, if any, shall be borne by Bidder.
- iii. The Tariff (INR/kWh) should be constant and there shall be no escalation during the contractual period.
- iv. The bidder must submit the undertaking on Notarized stamp paper regarding Tariff Declaration as per Annexure-II of RfP specification for consideration of their bid.

- v. The bidder shall quote Tariff at delivery point as per latest Central Electricity Regulatory Commission Connectivity and General Network Access to the inter-state Transmission System Regulations, 2022 and (Indian Electricity Grid Code) Regulations, 2023/ Orders regarding STOA (T-GNA) charges & losses etc. as applicable, before bid submission.
- vi. Successful bidder(s) shall be applying for the short-term open access (T-GNA) booking as per the latest open access Regulations/ Guidelines in vogue. The successful bidder(s) shall be responsible for the delivery of power at State Periphery.
- vii. If renewable power is being supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidders.
- viii. Procurer may also provide flexibility to the Bidder(s) to bid for a part of the tendered quantity Subject to a given minimum quantity.

## **11. Bid submission, evaluation and e-Reverse Auction**

- i. To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. The Bidder shall quote a single Tariff (INR/kWh) for the entire quantum of 80 MW to be supplied to SECI/TSECL. Each of the bids will have to be signed by the Digital Signature of the Bidder.
- ii. The Bidder shall use one Digital Signature to submit bid through one login and for each login the Bidder may submit only one price bid.
- iii. The process of bidding shall be conducted electronically. An event involves both e-Tender and e-Reverse auction process. Each event of the auction would require independent Digital Signature of the Bidder. An event may have requirement of power at different times and periods.
- iv. Bidders shall be required to submit separate non-financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through e-Bidding portal. The Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s). The non-financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the Power. Bidders shall also be required to furnish necessary EMD/Bank Guarantee along with the Bids. The Bidders can revise their IPOs before date and time of submission of response to the RfP. SECI can seek clarifications/ documents required in connection with technical bid. After acceptance of the non-financial technical Bids, the Financial Bids shall be opened as per the procedures specified in the Bid document.
- v. The IPO shall be strictly as per the format prescribed in the RfP document and shall be unconditional. The conditional price bid shall be summarily rejected.

- vi. In the event, if two or more Bidders quote the same amount of Tariff during IPO and e-Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking. In case of further tie, the successful bidder will be selected through a draw of lots.
- vii. The elimination of the Bidders shall be done by the following method:

After the opening of Initial Price Offers (IPO), the Bidders will be ranked in ascending order of the Tariff (INR/kWh) quoted by them. The Bidder with the highest price bid in IPO stage will be called the H1 Bidder. If the total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder (H1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned Quantity.
- viii. The shortlisted Bidder after elimination will be intimated individually by system generated emails only.
- ix. The shortlisted Bidder after elimination will be intimated individually by system generated emails only. The Reverse Auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes. Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse Auction will be automatically extended by 10 (ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid is received, which is lower than the prevailing lowest price bid.
- x. During the Reverse Auction the Bidders will have the option of reducing the Tariff (INR/kWh) quoted by them in decrements of one paisa (INR 0.01) or multiples thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.
- xi. Subsequent to conclusion of the e-RA process, the lowest quoting Bidder after reverse auction will be selected as Successful Bidder.

## **12. Issuance of Letter of Award (LoA)**

- i. After conclusion of the e-RA, a Letter of Award (the “LoA”) shall be issued, in duplicate, by SECI to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder(s) is not received by the stipulated date, SECI may, unless it consents for extension of time for submission thereof, encash the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LoA.

- ii. After acknowledgement of the LoA by the Selected Bidder(s), the Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the LoA. SECI would encash the EMD of the Bidder as damages on account of failure of the Selected Bidder(s) to execute the PPA.
- iii. In case SECI fails to issue the LoA within bid validity period i.e. up to 20 days from the close of bid submission date, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD. In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.
- iv. In case the LoA is issued but Selected Bidder(s) is/are not in a position to fulfill the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.
- v. The Procurer, in its own discretion, has the right to reject all Bids if the Quoted Tariffs are not aligned to the prevailing market prices.

### **13. Signing of PPA and PSA**

- i. SECI shall enter into Power Purchase Agreement (PPA) with the Bidder selected based on this RfP, once approved by the Hon'ble Tripura Electricity Regulatory Commission (TNERC). A copy of standard PPA to be executed between SECI and the selected bidder is available on ISN-ETS Portal and on SECI's website. The PPA signing date will be intimated by SECI subsequent to issuance of Letter of Award (LoA). The PPA will be signed after signing of Power Sale Agreement (PSA) with TSECL.
- ii. Commencement of power supply shall be subject to approval of Hon'ble TERC. Delays in approval shall not attract any liability on SECI/TSECL. Further, Commencement of Power shall be 1 (one) day after the effective date of PPA or 1<sup>st</sup> April 2026 (whichever is later).
- iii. Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the Supplier and SECI, will be executed by SECI with the Buying Entity/TSECL for sale of power to Buying Entity/TSECL, with the Buying Entity assuming all the obligations of SECI under the PPA. SECI's obligation to Supplier under the PPA shall also be on back to back basis as provided in the PPA and the corresponding PSA.
- iv. Power procured from the Project awarded under this RfP shall be allocated on back-to-back basis to the Buying Entity/TSECL at the discretion of SECI, in consultation with Buying Entity/TSECL. Various provisions provided in the SECI-Supplier PPA shall mutatis mutandi apply to PSA between SECI and Buying Entity/TSECL, however, PSA signed with Buying Entity/TSECL could be in elaborated form or in short form as per consultation done with Buying Entity/TSECL.

- v. SECI shall charge a trading margin of 7 paise/unit (INR 0.07/kWh) as an Intermediary Procurer on such power procurement, and other terms and conditions of power procurement may be in reference of the PPA & PSA on back-to-back basis.

#### **14. Payment of Liquidated Damages (LD) for failure to supply the Instructed Capacity**

- i. Buying Entity/TSECL as well as the Supplier shall ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly (requisition) basis.
- ii. In case deviation from Buying Entity/TSECL side is more than 15% of contracted energy for which open access has been allocated on monthly (requisition) basis, Buying Entity/TSECL shall pay compensation at 20% of Tariff (INR/kWh) for the quantum of shortfall in excess of permitted deviation of 15% to SECI to enable SECI to remit it to Seller, while Buying Entity continuing to pay open access charges as per the contract.
- iii. In case deviation from Seller/Supplier side is more than 15% of contracted energy for which open access has been allocated on monthly (requisition) basis, Seller shall pay compensation to Procurer at 20% of Tariff (INR/kWh) for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied to SECI to enable SECI to remit it to the Buying Entity and the Seller shall pay for the open access charges to the extent not availed by the Buying Entity/TSECL.
- iv. Compensation will be carried out for each requisition period, and the compensation bill will be generated on monthly basis.
- v. Note: GST is not applicable on the compensation amount as specified in Clause 14.ii and Clause 14.iii above.

#### **15. Consequences of Sale of Contracted Power to Third Party**

- i. In case the Seller/Supplier fails to offer the contracted power as per the Agreement to SECI and sells this power without SECI's consent to any other party, SECI shall be entitled to claim damages from the Seller to remit it to the Buying Entity/TSECL for an amount equal to the higher of:
  - (a) Twice the Tariff as per the PPA for the corresponding contracted power; and
  - (b) The entire sale revenue accrued from Third Parties on account of sale of this contracted power.

These damages shall be in addition to Liquidated Damages as per Clause 14 of existing RfP, for failure to supply the Instructed Capacity.

- ii. On a complaint to this effect by the Buying Entity to the concerned load dispatch center,

the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any short term/ medium term/ long term contracts from that generating station for a period of three months from the establishment of default, in the complaint. The period of debarment shall increase to six months for second default and shall be one year for each successive default.

## **16. Payment Security Mechanism**

The payment Security Mechanism shall be as per Power Purchase Agreement (PPA) and Power Sale Agreement (PSA) documents uploaded along with the RfP document for procurement of power on short term basis.

## **17. SECI's right to accept/reject the bid**

SECI reserves the right to reject any or all bids or to accept any bid in full or part at its sole discretion without assigning any reasons whatsoever thereof. For the avoidance of doubt, it is clarified that SECI/TSECL also reserves the right to alter the quantities of power/split the quantities of Power as fully described, amongst more than one selected bidder for the same month (the quantity will be awarded in order of lowest to highest rate i.e. exhausting bided quantum of lowest bidder considering transmission availability etc.). The decision of SECI/TSECL shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by SECI/TSECL in this regard.

## **18. Modification of the RfP documents**

SECI reserves the right to modify terms and conditions of the RfP documents prior to the submission of the bid by the Bidders by issuing amendments and such amendments shall form part of the RfP documents.

## **19. Governing Law**

All matters arising out of or in conjunction with the RfP documents and/or the bidding process shall be governed by and construed in accordance with the Indian Law and the courts at New Delhi shall have exclusive jurisdiction.

## **20. 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":

- (a) Response to RfP not received by the due date and time of bid submission.
- (b) 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.

- (c) Any indication of tariff in any part of response to the RfP, other than in the financial bid.
- (d) Non-submission of payment details against Cost of RfP and/or Bid Processing Fee.
- (e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (f) 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.
- (g) 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.

## 21. Method of Submission of Response to RfP by the Bidder

### i. Documents to be Submitted Offline

The bidder shall submit original of following documents offline:

- a. Bank Guarantee against EMD as per the format mentioned in the RfP.
- b. 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 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 22.05.2026, the above deadline will expire at 18:00 hrs on 24.05.2026. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of offline documents.

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

The bidding envelope shall contain the following sticker:

<b>RfP for Supply of 80 MW Power on Short-Term Basis Through Tariff-Based Competitive Bidding</b>	
<i>RfP Reference No.</i>	SECI/C&P/IPP/17/0001/26-27 dated 01.04.2026
<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) (Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	<b>Executive Director (C&amp;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 - <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></b>

ii. **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 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) Annexures-I,II,IV,V as per RfP.
- (b) All necessary attachments to the above Annexures.
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of NEFT/RTGS details towards Cost of RfP Document and/or Bid Processing Fee as mentioned in RfP.
- (e) Scanned Copies of requisite amount of Bank Guarantee against EMD

**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 Annexure-A of the RfP, 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)**

As part of financial bid submission, only a single tariff bid shall be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

## **III. Important Note:**

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

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.

## DEFINITIONS

- i. **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- ii. **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA.
- iii. **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the 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.
- iv. **"BIDDER" or "SELLER"** shall mean Bidding Company (including a foreign 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 shall be registered as companies as per the rules of their country of origin.
- v. **"BUYING ENTITY"** shall mean an End Procurer as defined in the RfP/PPA/PSA.
- vi. **"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.
- vii. **"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.
- viii. **"CONTRACTED CAPACITY"** shall mean the AC capacity in MW contracted with SECI for supply of power by the Seller to SECI at the Delivery Point, based on which the PPA is executed with SECI.
- ix. **"CENTRAL TRANSMISSION UTILITY (CTU)"** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.
- x. **"DAY"** shall mean calendar day.
- xi. **"EQUITY"** shall mean Net Worth as defined in Companies Act, 2013.
- xii. **"GENERAL NETWORK ACCESS (GNA)"** shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and

General Network Access to the Inter-State Transmission System) Regulations, 2022.

- xiii. **“GUIDELINES”** shall mean “Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process” vide Gazette Resolution No. 23/25/2011-R&R (Vol-III) dated 30.03.2016 including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfP.
- xiv. **“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.
- xv. **“INTERMEDIARY PROCURER”** shall mean a trader who shall aggregate the power purchased from different Projects and sell it to the Buying Entity(ies).
- xvi. **“INTERESTED PARTIES”** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;
- xvii. **“InSTS”** means Intra-State Transmission System.
- xviii. **“ISTS”** means Inter-State Transmission System.
- xix. **“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).
- xx. **“LETTER OF AWARD” or “LoA”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the Project.
- xxi. **“MONTH”** shall mean calendar month.
- xxii. **“NET-WORTH”** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.
- xxiii. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- xxiv. **“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.
- xxv. **“PGCIL” or “POWERGRID”** shall mean Powergrid Corporation of India Limited.
- xxvi. **“PPA”** shall mean the Power Purchase Agreement signed between the successful Bidder/Seller/Supplier and SECI according to the terms and conditions of the standard PPA enclosed with this RfP.

- xxvii. **“PSA”** shall mean the Power Sale Agreement signed between SECI and Buying Entity according to the terms and conditions of the standard PSA enclosed with this RfP.
- xxviii. **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.
- xxix. **“RfP”** or **“RfP DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOCUMENTS”** shall mean the “Request for Proposal” document issued by SECI including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof, vide RfP No. SECI/C&P/IPP/17/0001/26-27 dated 01.04.2026.
- xxx. **“SECI”** shall mean Solar Energy Corporation of India Limited.
- xxxi. **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfP to supply Power as per the terms of PPA.
- xxxii. **“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.
- xxxiii. **“TRADING MARGIN”** shall mean the margin on sale of Power to State Utilities/ DISCOMs/ other Bulk Consumers under this RfP being charged by SECI and shall be @ INR 0.07/kWh.
- xxxiv. **“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.

**DETAILS OF THE BIDDER**

**(To be submitted on the bidder's letterhead)**

- i. Name:
- ii. Name of the authorized signatory with authorization certificate:
- iii. E-Mail Address:
- iv. Postal Address:
- v. Telephone:
- vi. Inter/Intra state Trading license (Scanned copy enclosed)
  - a. Category of License (in case of traders alone)
  - b. Validity
- vii. LoA of each Source for firm quantum (Scanned Copy enclosed)
- viii. Complete details of any suit pending against/filed by Bidder in CERC / DERC / Courts/ Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.
- ix. Other Information, if any.

Signature of the Authorized Representative

**TARIFF DECLARATION**

**(To be executed on the non-judicial stamp paper)**

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

\_\_\_\_\_

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

We hereby declared that, on the date of submission against RfP No. \_\_\_\_\_ dated \_\_\_\_\_ 2026, the Tariff quoted is including the transmission charges (including STU charges till delivery if any) of ..... Paisa/kWh and STU losses \_\_\_\_\_ (%) till the delivery point.

It is hereby certified that ISTS transmission charge waiver is applicable/ not applicable @ \_\_\_\_\_ Paisa/kWh for the power bid from the renewable source, as per prevailing regulations and orders. The details of generating source and tariff break-up are as below:

S. No.	Name of Energy Source/ Location State	ISTS Charges (Under T-GNA) INR/kWh	ISTS Losses (%)	Whether ISTS waiver applicable and % Waiver of Generator Source

It is hereby undertaken that bid is duly compliant as per latest Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020/ and as per latest Central Electricity Regulatory Commission Connectivity and General Network Access to the inter-state Transmission System Regulations, 2022 and (Indian Electricity Grid Code) regulations, 2023/ Orders regarding STOA (T-GNA) charges & losses etc. as applicable, before bid submission.

Signature of the Authorized Representative

**FORMAT OF THE BANK GUARANTEE TOWARDS 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 document inter alia for \_\_\_\_\_ [Insert title of the RfP document] of the cumulative capacity of \_\_\_\_\_ MW [Insert cumulative Project capacity proposed] for supply of power there on short-term basis to the Tripura State Electricity Corporation Limited (TSECL), in response to the RfP document No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfP document of .....[Insert the name of the Bidder] as per the terms of the RfP document, 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 on the basis of Clause 6 of the RfP document], 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 6 of this RfP document] 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 6 of this RfP document]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [insert date of validity in accordance with Clause 6 of this RfP document].

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 6 of this RfP document]. 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 6 of this RfP document].

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 FOR ANTI-COLLUSION AFFIDAVIT**

(To be executed on the non-judicial stamp paper)

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

\_\_\_\_\_

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

We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also have not done any act, deed or thing which is or could be regarded as anti-competitive/ formation of cartel.

We further confirm that we have not offered nor will we offer any illegal gratification in cash or kind to any person or agency in connection with instant proposal.

Date this..... Day of..... 2026

Name of the Bidder

Signature of the authorized person Name of the authorized person

**DECLARATION**

(To be executed on a non-judicial stamp paper of Rs. 100/- with a revenue stamp of Rs. 1/- affixed)

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

\_\_\_\_\_

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

Purchase of Power for the period of 01-04-2026 to 30-06-2026 under RfP No.: SECI/C&P/\_\_\_\_\_ dated \_\_\_\_\_ 2026

We hereby declare that, in consideration of Solar Energy Corporation of India Limited having treated us as an eligible bidder whose tender may be considered, we agree that the proposal submitted by us in response to the above invitation shall not be withdrawn for a period of fifteen (15) days from the date of the e-bid reverse auction of the tender, or any extension thereof.

We further declare that, in the event we withdraw our proposal within the said period, the Earnest Money Deposit (EMD) submitted by us shall be liable to forfeiture by SECI. Further, at the discretion of SECI/TSECL, we may also be debarred from participating in tenders of the Purchaser for a minimum period of one (1) year reckoned from the date of opening of the tender.

Signed this day of \_\_\_\_\_

Place

Signed by Authorized signatory

Witness:

Name of the firm

Signature

Address of the firm

Name Seal of the firm

Address

**Note: Scanned copies of relevant citations along with this Annexure should be submitted.**

**FORMAT FOR CONTRACT PERFORMANCE GUARANTEE (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 'Seller' or 'Supplier') submitting the response to RfP document inter alia for ..... [Insert title of the RfP document] of the capacity of ..... MW, for supply of power there from on short term basis, in response to the RfP document dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfP document of .....[Insert name of the Seller] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Supplier/Seller and issuing Letter of Award No. \_\_\_\_\_ to \_\_\_\_\_ (Insert Name of selected Seller) as per terms of RfP document and the same having been accepted by the selected Seller resulting in a Power Purchase Agreement (PPA) to be entered into with SECI, for purchase of Power [from selected Seller].

As per the terms of the RfP document, the \_\_\_\_\_ [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at \_\_\_\_\_[Insert the address of 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 Seller]

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 Seller] 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 \_\_\_\_\_ 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 Seller, to make any claim against or any demand on the selected Seller or to give any notice to the selected Seller or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Seller.

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 PPA.

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 7 of this RfP document].

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.

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

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 Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender 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

**Broad Outline of Activities from Bidder's Perspective:**

- a. Procure a Class III Digital Signing Certificate (DSC).
- b. Register on Electronic Tender System® (ETS)
- c. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
- d. View Notice Inviting Tender (NIT) on ETS
- e. For this tender -- Assign Tender Search Code (TSC) to a MA
- f. 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.
- g. Clarification to Tender Documents on ETS
  - Query to SECI (Optional)
  - View response to queries posted by SECI
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant Bid-Part

- j. Post-TOE Clarification on ETS (Optional)
  - i. Respond to SECI Post-TOE queries

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 Electronic Tender® 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.

<b>ISN-ETS/ Helpdesk</b>	
<b>Telephone/ Mobile</b>	<i>Customer Support: +91-124-4229071, 4229072 (From 10:00 HRS to 18:00 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i>
<b>Email-ID</b>	<a href="mailto:support@isn-ets.com">support@isn-ets.com</a> [Please mark CC: <a href="mailto:support@electronic tender.com">support@electronic tender.com</a> ]

### **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 20 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<sup>®</sup> functionality, the contents of both the 'Electronic Forms<sup>®</sup>' 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 Electronic Forms<sup>®</sup> for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms<sup>®</sup> and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms<sup>®</sup> 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 Electronic Forms<sup>®</sup>, 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 Electronic Forms<sup>®</sup> and the ‘Main-Bid’, the contents of the Electronic Forms<sup>®</sup> 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.

### **PUBLIC ONLINE TENDER OPENING EVENT (TOE)**

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to SECI’s office for the Public Online TOE, if applicable for the RfP.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted by the bidder

himself during the TOE itself, or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of the 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading', as per the NIT configured by the bidding agency.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

### **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 DOs 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) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (ie 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.
5. 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/or 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.

#### **6. 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](mailto: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 tariff 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 Owner. 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 PPA etc. would be transacted directly between successful bidder(s) and SECI.
  - f) LOA shall be placed outside the ETS e-portal & further processing of the LOA 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-electronictender.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:

<b>Sl. No.</b>	<b>Parameter</b>	<b>Value</b>
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	As per RfP
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'	
3.1	Pre-defined Time-Duration	
3.2	Automatic extension Time-Duration	
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff 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.