Solar Energy Corporation of India Limited

(A Government of India Enterprise)

CIN: U40106DL2011GOI225263

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

Request for Selection (RfS) of Collaboration Partner for Trading of Renewable Power available with SECI

RfS No. SECI/C&P/MI/00/0001/26-27 dated: 03.08.2026

Tender Search Code on ISN-ETS: SECI-2026-TN000020

DISCLAIMER

1. Adequate care has been taken while preparing this Request for Selection (RfS) document, and the same has been made in utmost good faith. However, the bidder(s) shall satisfy themselves that the RfS is complete in all respects. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within 20 (Twenty) days from the date of issuance of RfS 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 RfS document has been prepared in good faith, and on a best endeavor basis. Neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

4.

5. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS portal and CPPP, the documents uploaded on the ISN-ETS portal will prevail.

Place: New Delhi Date: 03.08.2026

SECTION-I

INVITATION FOR BIDS (IFB)

BID INFORMATION SHEET

The brief details of the RfS document are as follows:

(A)	**BRIEF SCOPE**	Request for Selection of Collaboration Partner for Trading of Renewable Power available with SECI
(B)	**RFS NO. & DATE**	SECI/C&P/MI/00/0001/26-27 dated 03.08.2026
(C)	**BIDDERS ELIGIBLE FOR BIDDING**	This bid is open to Bidders/Applicants from within India only.
(D)	**AGREEMENT PERIOD/ TERM**	03 years, extendable for a further 01 year based on satisfactory performance and mutual agreement.
(E)	**TYPE OF BIDDING SYSTEM**	Single Stage Double Envelope bidding
(F)	**TYPE OF RfS/ TENDER**	E-Tender
(G)	**COST OF BIDDING DOCUMENTS**	**Free of cost**
(H)	**RfS/BID PROCESSING FEE**	In line with Clause 4 of Section-II of the RfS, to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfS.
(I)	**EARNEST MONEY DEPOSIT (EMD)**	In line with Clause 5 of Section-II of the RfS, to be submitted in the form of Bank Guarantee/ Insurance Surety Bond along with the response to RfS
(J)	**PERFORMANCE SECURITY DEPOSIT (PSD)**	In line with Clause 4.ii of Section-III of the RfS, to be submitted in the form of Bank Guarantee/ Insurance Surety Bond.
(k)	**DATE, TIME & VENUE OF PRE-BID MEETING**	Scheduled as per NIT on ISN-ETS portal and/or SECI website.
(L)	**ONLINE BID SUBMISSION DEADLINE**	**As per NIT on ISN-ETS portal**
(M)	**TENDER OPENING EVENT**	**As per NIT on ISN-ETS portal**
(N)	**CONTACT DETAILS OF ISN-ETS BIDDING PORTAL**	**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
(O)	**NAME, DESIGNATION, ADDRESS AND OTHER DETAILS**	Sh. Atulya Kumar Naik Executive Director (Contracts & Procurement) Solar Energy Corporation of India Limited

	(FOR SUBMISSION OF RESPONSE TO RfS)	6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023
(P)	**DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED**	1) Sh. Pratik Prasun Deputy General Manager (C&P) Ph: 011-24666237 pratikpr@seci.co.in 2) Sh. Swapnil Gandhi Deputy Manager (C&P) Ph: 011-24666359 swapnil.gandhi@seci.co.in

1. Bids must be submitted strictly in accordance with Clause 16 of Section II. The IFB is an integral and inseparable part of the RfS document.

2. Bidders/Applicants are advised to bid strictly as per the terms and conditions of the RfS document and not to stipulate any deviations/ exceptions.

3. Any Bidder/Applicant, that meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS 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 may submit their Bid complete in all respect as per the terms & conditions of RfS document on or before the due date of bid submission.

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

5. SECI will issue Letter of Award (LoA) to the Successful Applicant/ Power Trading Licensee (PTL).

6. However, the above-mentioned contract award methodology may be modified/ changed based on specific selection requirements and at the sole discretion of SECI.

Bidders/Applicants are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS 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*.

1. BACKGROUND & INTRODUCTION

Solar Energy Corporation of India Limited (SECI) (hereinafter referred to as "SECI") is a "Navratna" Government of India Enterprise functioning under the administrative control of the Ministry of New and Renewable Energy (MNRE). One of the primary objectives of SECI is to assist the Ministry and serve as the implementing and facilitating agency for the National Solar Mission (NSM) towards the development, promotion, and commercialisation of solar energy technologies in the country.

In furtherance of India's ambitious renewable energy targets, the Government of India has designated SECI as a Renewable Energy Implementing Agency (REIA). SECI's transparent e-bidding model has significantly contributed to the reduction of renewable energy tariffs in the country, thereby enhancing access to green energy. SECI presently holds a portfolio of Long-Term Power Sale Agreements (PSAs) with various DISCOMs aggregating to approximately 65.8 GW of capacity. During FY 2025-26, SECI traded a volume of approximately 62 billion Units of electricity.

In this context, SECI intends to select experienced and financially sound Power Trading Licensee (PTL) for facilitating trading arrangements for renewable energy/power from SECI's existing and upcoming portfolio.

The proposed selection process aims to engage technically competent and financially robust trading entities having demonstrated expertise in renewable energy transactions, utility engagement, scheduling, market operations, and risk management, thereby enabling efficient monetisation and wider market outreach of SECI's renewable energy capacity.

Accordingly, SECI invites bids from eligible Trading Partners for procurement of Renewable Energy (RE) power from projects already tied up under SECI's long-term PPAs wherein the mapped Buying Entities have not commenced power offtake and/or power from untied capacity, as well as any other RE power available with SECI from its own RE Plants and Energy Storage assets.

SECI proposes to select Trading Licensees for procuring RE power available with SECI on short-term/medium-term/long-term basis in accordance with the following regulatory framework:

- Central Electricity Regulatory Commission (CERC) Trading Licence Regulations;
- CERC Trading Margin Regulations, 2020; and
- Applicable Grid Code and Market Regulations.

The procurement shall be undertaken through bilateral Power Trading Agreements or Power Sale Agreements or any other agreements to be executed by SECI in its capacity as an Intermediary Procurer and/or Trading Licensee, in accordance with applicable laws and regulations.

SECI shall enter into a Power Trading Agreement (PTA) or PSA or any other agreement with the selected Bidder/Trading Licensee selected under this RfS. The PTAs/PSAs will be signed on periodic basis, based on the availability of power from the respective RE projects under SECI's long-term PPAs. The Trading Licensee shall have a lock-in commitment for the quantum accepted by it under the PTA/PSAs, provided that SECI shall not be liable for any shortfall in supply arising from reduction in project generation due to Grid constraints, force majeure events, regulatory directions, or any other circumstances beyond SECI’s control.

In case of Long-Term PPAs of SECI, where the Projects are not tied up with the DISCOM or any other Buying Entity, SECI shall sign Long-Term PSAs with the Power Trading Licensee as per the provisions of the PSA and applicable provisions of this RfS for a period of 25 years.

The draft bilateral agreement (PTA) for purchase of already tied-up Power to be signed between SECI and the Power Trading Licensee is issued as part of the RfS documents

<u>Notes:</u>

Bidders/Applicants shall submit the proposal in response to the RfS document, complete in all respect as per the Bid Information Sheet.

i. A Single Stage, Double-Envelope competitive Bidding Procedure will be carried out as detailed in this RfS document. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS document. The respective rights of SECI and the Bidder shall be governed by the RfS documents/Agreements signed between SECI and the Power Trading Licensee.

ii. Interested bidders shall have to necessarily register themselves on the portal https://www.bharat-electronictender.com (“ETS portal”) through M/s Electronic Tender.com (India) Private 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) Private 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 RfS document.

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

    For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of bidders to apprise themselves adequately regarding all relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Private

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 proper uploading/ submission of bid in accordance with the relevant provisions of the RfS 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. 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. Bidder shall submit bid proposal along with non-refundable Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the requisite Bid Processing Fees and EMD will be rejected. <u>In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.</u>

v. RfS documents can be downloaded from the ISN-ETS portal or from SECI's website. It is mandatory to download official copy of the RfS document from ISN-ETS bidding portal to participate in the RfS. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS 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.

vi. 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.

vii. Interested bidders have to download the official copy of RfS & other documents after logging into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Annexure-B). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS bidding portal and downloading the official copy of RfS document.

viii. The complete Bidding Documents are available at ISN-ETS Portal (https://www.bharat-electronictender.com), SECI website (http://www.seci.co.in) and Central Public Procurement Portal (CPPP) of GoI (www.eprocure.gov.in). However, for the purpose of participation, the official copy of the bidding documents shall be downloaded from SECI's website as per the provisions available therein.

ix. Bidders/Applicants shall submit their bid proposal **online on ISN-ETS portal**, complete in all aspects, on or before last date and time of Bid Submission as indicated on ISN-ETS portal.

x. RfS document which include Scope of Work, Qualifying Requirements, various Conditions of the Contract, Formats, etc. can be downloaded from SECI's website and ISN-ETS portal. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ISN-ETS Portal (https://www.bharat-electronictender.com) and/ or SECI website (http://www.seci.co.in).

xi. The detailed Qualifying Requirements (QR) are given in section III, "Qualifying Requirement & Selection Procedure".

xii. This bidding document is non-transferable and SECI reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2. DEFINITIONS

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

i. **'Applicable Law'** means any Statute, Law, Regulation, Ordinance, Notification, Rule, Regulation, Judgment, Order, Decree, Bye-Law, Approval, Directive, Guideline, Policy, requirement or other Governmental restriction or any similar form of a decision of, or determination by, or any interpretation or Administration having the force of Law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.

ii. **'Applicant'** or **'Bidder'** shall mean Power Trading Licensee submitting the Bid/application/proposal against the RfS issued by SECI.

iii. **'Appropriate Commission':** Unless otherwise stated, Appropriate Commission shall mean Central Electricity Regulatory Commission.

iv. **'Business Day'** shall mean with respect to Power Trading Licensee (PTL) and SECI, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Delhi;

v. **'Buying Entity'** or **'Buyer/PTL'** or **'Power Trading Licensee'** shall mean the successful bidder selected under this RfS who agrees to purchase RE power from SECI and execute the Power Trading Agreement with SECI.

vi. **'Contracted Capacity'** shall mean the AC capacity contracted with PTL by SECI for onward supply of power being procured by SECI from the corresponding RPD (under the existing long term PPA) at the Delivery Point.

vii. **'Central Electricity Regulatory Commission'** or **'CERC'** means the statutory authority constituted under Section 76 of the Electricity Act, 2003, responsible for regulating inter-State electricity transmission, tariff determination, and related matters at the central level.

viii. **'Chartered Accountant'** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949. For entities incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

ix. **'Competent Authority'** shall be Managing Director or any officer so designated by the Managing Director of SECI.

x. **'Consents, Clearances and Permits'** shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of purchase of power by PTL from SECI.

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

xii. **'Central Transmission Utility (CTU)'** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of Electricity Act 2003

xiii. **'Day'** shall mean calendar day.

xiv. **'Delivery Point'** shall mean a single point or multiple points at the voltage level of 220 kV or above of the ISTS Sub-station(s) including the dedicated transmission lines connecting the RE Project with the substation system as specified in SECI's PPA. Metering shall be done at this interconnection point(s) where the power is injected into. For interconnection with grid and metering, the RPD shall abide by the relevant and applicable regulations, Grid Code notified by the CERC or and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA.

xv. **'Energy Storage Systems'** or **'ESS'** shall mean the system(s) installed in addition to the RE power capacity as part of the Project, that can capture energy produced at one time for use at a later time.

xvi. **'Equity'** shall mean Net Worth as defined in Companies Act, 2013.

xvii. **'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.

xviii. **'GNA Regulations'** shall mean Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 notified on 07.06.2022, including subsequent amendments and clarifications issued thereof. Any reference to the terms "connectivity" or "network access" or "general network access" or "non-solar hour access" or "non-solar hours" in the RfS and PPA shall be interpreted in terms of the provisions of these Regulations.

xix. **'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.

xx. **‘InSTS’** means Intra-State Transmission System.

xxi. **‘ISTS’** means Inter-State Transmission System.

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

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

xxiv. **‘Net-Worth’** shall mean the Net-worth as defined in Section 2 of the Companies Act, 2013.

xxv. **‘Power Purchase Agreement’** or **‘PPA’** shall mean the long-term Power Purchase Agreement signed between the Renewable Power Developer and SECI.

xxvi. **‘Power Sale Agreement’** or **‘PSA’** shall mean the Power Sale Agreement signed between SECI and DISCOMs.

xxvii. **‘Power Trading Agreement’** or **‘PTA’** shall mean the Agreement signed between SECI and Power Trading Licensee according to the terms and conditions of the standard PTA enclosed with this RfS.

xxviii. **‘Power Trading Licensee’** shall mean an entity holding a valid licence granted under Section 14 of the Electricity Act, 2003 by the Appropriate Commission, authorizing it to undertake the business of trading in electricity, where ‘trading’ shall have the meaning assigned to it under Section 2(71) of the Electricity Act, 2003, namely the purchase of electricity for resale thereof.

xxix. **‘Renewable Energy (RE) Power’** shall refer to power from Solar Power Generating Systems, Wind Power Generating Systems, Wind Solar hybrid, or any other renewable energy resource based Generating System or a combination thereof, with Energy Storage System (ESS) etc., except for Hydro Power or Power/Energy from Hydro Power Plant. It is clarified that ESS charged using a source other than RE power would not qualify as RE Power.

xxx. **‘Renewable Power Developer’** or **‘RPD’** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of PPA with SECI and supplying power under the PPA.

xxxi. **‘Request for Selection’** or **‘RfS’** shall mean the document issued by SECI vide RfS No. SECI/C&P/MI/00/0001/26-27 dated 03.08.2026 including subsequent amendments and clarifications issued thereto.

xxxii. **'Regulatory Commission'** or **'Commission'** means a statutory authority constituted under the Electricity Act, 2003, including the Central Electricity Regulatory Commission or a State Electricity Regulatory Commission, as the case may be, vested with powers to regulate the electricity sector and to discharge functions assigned under the Act and rules and regulations made thereunder.

xxxiii. **'SECI'** means Solar Energy Corporation of India Limited (SECI), acting in its capacity for sale of energy/power under this RfS/Agreement, and shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns.

xxxiv. **'Standard bidding Guidelines'** or **'SBG'** shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement Power from Grid Connected Solar/ Wind/ Hybrid/ FDRE/ RTC Power Projects etc. issued by Ministry of Power (MoP) or Ministry of New and Renewable Energy (MNRE).

xxxv. **'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.

xxxvi. '**Successful Applicant**' or '**Successful Bidder**' or **'Selected Applicant'** or **'Selected Bidder**' shall mean the Applicant participating under this RfS and found eligible to be issued an LoA by SECI subsequent to the evaluation and shortlisting process.

xxxvii. **'Week'** shall mean calendar week.

3. NTERPRETATIONS

i. Words comprising the singular shall include the plural & vice versa.

ii. An applicable law shall be construed as a reference to such applicable law including its amendments or re-enactments from time to time.

iii. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

iv. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there are any differences between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

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

SECTION-II

INSTRUCTION TO BIDDERS (ITB)

1. BID INFORMATION AND INSTRUCTIONS TO APPLICANT

i. Bidders/Applicants may download the complete bidding document along with its amendment(s) if any from ISN-ETS Portal (https://www.bharat-electronictender.com) or SECI website (http://www.seci.co.in) and submit their bid/application/proposal complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission as mentioned on ISN-ETS portal.

ii. Prospective Applicants interested in participating in the selection process are required to submit their Proposals in response to this RfS document as per the prescribed format mentioned in the Bid Information Sheet. In case of any inconformity or query, SECI may seek clarifications to get the genuine queries addressed & resolved. SECI may seek clarifications from the Applicants to ascertain the correctness of facts & documents as presented by the Applicants.

iii. It may be noted that SECI will not pay any amount/ expenses/ charges/ fee/ out-of-pocket expenses during this selection process, regardless of the conduct or outcome of the selection process.

2. SCOPE OF WORK AND AREAS OF COLLABORATION

i. The selected Power Trading Licensee (PTL) shall:

a. Purchase RE power available before SCOD or not off taken by the Buying Entity tied up under SECI's long-term PSAs/PPAs or from SECI's own RE projects or ESS projects for short-term/medium-term;

b. Purchase Long-Term power under SECI-RPD PPAs for a period of 25 years as per terms and conditions of SECI's tenders, draft PPA and PSA or as per mutual agreement between SECI, PTL & RPDs.

c. Undertake scheduling, coordination with RLDC/SLDC, energy accounting, billing and settlement for power procured under the PTA;

d. Ensure compliance with Regulation 7(b) and Regulation 8 of CERC Trading Margin Regulations, 2020;

e. Adhere to all applicable statutory, regulatory, and grid-related obligations regarding offtake of power under the PTA.

f. Purchase RE Power from the RfS issued by SECI under Tariff Based Competitive Bidding (TBCB) as per Standard Bidding Guidelines (SBG).

g. For SECI's own ESS assets, PTL shall perform the following duties, and profit-sharing or revenue-sharing shall be on mutually agreed basis:

- Charging/discharging strategies & Commercial settlement
- Optimisation for peak, ramping and ancillary services
- Power Exchange participation, scheduling and dispatch
- Deployment of manpower to SECI's control room

h. Joint Development of CAPEX Projects:

The SECI may explore development of RE projects (Solar, Wind, Hybrid, FDRE & RTC etc.), Grid-scale BESS, Pumped Storage Projects (PSP) with the selected PTL.

Joint Ventures (JV) or Special Purpose Vehicles (SPV) with minimum equity of 26 % from PTL, may be incorporated wherever appropriate. Investment structures, equity participation, cost-sharing, risk-sharing, and revenue models shall be finalized on mutual agreement.

ii. The selected Power Trading Licensee (PTL) shall procure the RE power available with SECI on a Long-Term basis for onward sale to DISCOMs/C&I/Bulk Consumer etc. and various market platforms and mechanisms.

iii. All charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC/SLDC charges etc.) as notified by the competent authority/ regulator shall be borne by the RPD and beyond the Delivery Point, all charges and losses as notified by the competent authority/ regulator from time to time shall be borne by the Buyer/PTL. In case it is paid by SECI on behalf of Buyer/PTL/RPD, the same shall be recovered from the Buyer/PTL/RPD (as applicable).

3. NATURE OF TRANSACTION

The Power from Renewable Energy (RE) Projects offered under this RfS may comprise one or more of the following categories.

i. Category A: Untied RE Capacity

a. This category shall comprise RE power from projects awarded by SECI under the applicable bidding guidelines, where the LoA has been issued to the Renewable Power Developer (RPD), but the corresponding long-term PSA with a Buying Entity has not yet been executed.

b. SECI, from time to time, may offer such untied capacity to the selected PTL for execution of long-term Power Sale Arrangement (PSA), for a period of 25 years or such period as determined by SECI.

ii. Category B: Available RE Capacity under Existing PPAs/PSAs

a. This category shall comprise RE capacity already tied under SECI's PPAs and PSAs, but which becomes available from time to time due to delay or non-commencement of offtake, temporary or prolonged non-offtake by the Buying Entity, availability of power before SCOD, surrender/reduction of contracted capacity, or any other similar circumstances.

b. Depending upon the availability of such power, SECI may offer the same to the selected PTL for short-term, medium-term or long-term sale through bilateral arrangements, power exchanges or any other permissible market mechanism. Such arrangements shall remain temporary in nature and shall not affect the rights and obligations of SECI, the RPD or the Buying Entity under the corresponding PPA and PSA.

c. SECI shall sign the Power Trading Agreement with the PTL for RE power depending upon availability of such RE power.

iii. Category C: SECI-Owned CAPEX RE / BESS Projects

This category shall comprise Renewable Energy and Battery Energy Storage System (BESS) assets developed or owned by SECI under the CAPEX model. The tenure, pricing methodology, revenue-sharing mechanism and other commercial terms for such projects shall be determined by SECI on a case-to-case basis.

iv. Category D: Joint Development / Strategic Partnership Projects

This category shall comprise RE, BESS or other energy projects developed jointly by SECI with Government agencies, PSUs, Joint Ventures, SPVs or other strategic partners. The commercial framework, including tenure, tariff, trading margin and revenue-sharing mechanism, shall be governed by the respective project agreements and mutually agreed terms approved by SECI.

v. General Provisions

a. The selected PTL shall act solely as SECI's trading partner and shall not acquire any ownership in any project or contracted capacity unless defined so in the PTA.

b. The underlying PPAs, PSAs and other project agreements between SECI, the RPD and the Buying Entity shall remain unchanged and unaffected by any transaction undertaken under this RfS.

c. SECI shall have the sole discretion to determine the category, quantum, tenure, tariff, mode of sale and timing of allocation of any available power.

d. The selected PTL shall have no vested or exclusive right over any specific project or capacity and shall be entitled only to such power as may be offered by SECI from time to time.

e. All transactions under this RfS shall be subject to the Electricity Act, 2003, applicable CERC/SERC Regulations, the Standard Bidding Guidelines and other applicable laws and regulatory directions.

vi. Applicable Tariff

The sale of RE power by SECI to the Power Trading Licensee for both Category A (Untied RE Capacity) & Category B (Available RE Capacity under Existing PPAs/PSAs) shall be at the Applicable Tariff (INR/kWh), as mentioned below:

Applicable Tariff (INR/kWh) = Component X + Component Y

Where,

<u>Component X:</u> PPA tariff in INR/kWh (Adopted by CERC as per Section 63, Electricity Act or Discovered under SECI tenders)

<u>Component Y:</u> Trading margin calculated after deducting the Trading margin that will be charged by the selected Power Trading Licensee from INR 0.07/kWh (As per the provisions of the executed PSAs and the applicable SBGs)

It is clarified that the trading margin sharing mechanism shall be applicable for RE capacities offered under Category A and Category B of this RfS.

<u>Illustration:</u>

Considering the PPA tariff of INR 2.50/kWh and trading margin of 10% to be charged by the selected PTL (as a part of financial bid of this RfS), the Applicable Tariff will be calculated as follows:

Applicable Tariff (INR/kWh) = 2.50 + (0.07 – 0.1*0.07) = **INR 2.563/kWh**

4. BID PROCESSING FEE

Bidders are required to submit their proposals in response to this RfS document along with a non-refundable Bid Processing Fee as mentioned of INR 25,000 + applicable GST. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amount. Payment against Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

<u>The bank details of SECI are available at SECI's website, 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), 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.</u>

Bids submitted without cost of the Bid Processing Fee and/or Bank Guarantee/ Insurance Surety Bond against EMD (including partial submission of any one of the above amounts/ instruments), shall be summarily rejected.

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

5. EARNEST MONEY DEPOSIT (EMD)

i. The EMD of INR 12,00,000/- (Indian Rupees Twelve Lakh only) shall be submitted in the form of Bank Guarantee according to Format-VII(A) and valid for 9 months from the last date of bid submission and shall be submitted by the Bidder/Applicant along with their bid/proposal, failing which, the bid shall be summarily rejected. The claim period of the EMD shall be at least 30 days beyond the expiry of the validity period. The Bank Guarantees towards EMD shall be issued in the name of the Bidding Company/Applicant. 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 RfS.

ii. The Bidder shall furnish the Bank Guarantees towards EMD from an 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.

iii. 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.

iv. 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.

v. <u>Insurance Surety Bond (Surety Bond):</u>

As an alternative to submission of Bank Guarantee 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 RfS. This instrument would be furnished as per Format-VII(B) of the RfS, within the timelines as per Clause 4.i above, for the amount and validity period as per Clause 4.i above.

vi. The term "Earnest Money Deposit (EMD)" occurring in the RfS shall be read as "Bank Guarantee (BG)/Surety Bond towards/ against EMD".

vii. The Bank Guarantee/Surety Bond shall be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

viii. All expenditure towards execution of Bank Guarantees/ Surety Bond such as stamp duty etc. shall be borne by the Bidders. Any Bank Guarantee/Surety Bond 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 Ltd, Account No.: 10070882654, IFSC: IDFB0020101, Bank Name: IDFC First Bank Limited, Branch: Express Building, 2nd Floor, 9-10, Bahadurshah Zafar Marg, New Delhi- 110002, and a confirmation in this regard is received by SECI. Message Type: IFN760COV is to be used by the issuing bank.

ix. <u>Forfeiture of EMD:</u>

The EMD shall be encashed by SECI in following cases:

a. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;

b. In case, SECI offers to execute the Contract Agreement (CA) with the Selected Bidder and if the Selected Bidder does not execute the Contract Agreement within the stipulated time period;

c. If after issuance of LoA, it is found that the documents furnished by the Bidders as part of response to RfS are misleading or misrepresented in any way;

d. If the Bidder fails to furnish required Performance Security Deposit (PSD) in accordance with Clause 4.ii of Section-III of the RfS.

6. VALIDITY OF THE RESPONSE TO RFS DOCUMENT/ BID VALIDITY

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

7. NON-TRANSFERABLE BID

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

8. DEVIATIONS

The Applicant shall carefully read, examine, and fully understand all the terms and conditions, specifications, and requirements contained in the original Request for Selection (RfS) documents. Any observations or clarifications, if any, shall be specifically indicated in the forwarding letter submitted along with the application/bid.

The Applicant is advised not to make any corrections, additions, or alterations in the submitted application/bid documents. Non-compliance with this requirement shall render the application/bid liable to rejection.

9. DEADLINE FOR SUBMISSION OF BID/APPLICATION

The application/proposal duly filled must be submitted on ISN-ETS portal, not later than the date and time mentioned in the "Bid Information Sheet". Bid received later than the deadline prescribed for submission by SECI will be summarily rejected.

10. NON-RESPONSIVE BID

The electronic response to RfS 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 RfS shall be checked for compliance with the submission requirements set forth in this RfS. Any of the following conditions shall cause the Bid to be “Non-responsive”:

i. Non-submission of the requisite Bid Processing Fee.

ii. Response to RfS not received by the due date and time of bid submission.

iii. Non-submission of correct, valid and operative Pass-Phrases for both Techno-commercial and Financial 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 Trading Margin in any part of response to the RfS, other than in the financial bid.

v. Non-submission of payment details against Bid Processing Fee.

vi. Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.

vii. Non-submission or partial submission of EMD in acceptable form along with response to RfS.

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

11. WITHDRAWAL OF BID

No bid/proposal can be withdrawn after the bid opening and during bid validity period. Submission of a bid by an Applicant implies that Power Trading Licensee has read all the RfS documents including amendments, if any.

12. CLARIFICATION OF THE BID

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

13. EXAMINATION OF THE BIDS

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

14. CANVASSING

No Power Trading Licensee is permitted to canvass before SECI on any matter relating to this RfS document. Any Power Trading Licensee found doing so may be disqualified and his bid/proposal may be rejected.

15. RIGHT TO ACCEPT ANY BID OR REJECT ALL BIDS

i. SECI reserves the right to accept, split, divide, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected Power Trading Licensee or any obligation to inform affected Power Trading Licensee, the grounds of such action.

ii. Rejection Criteria:

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

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

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

b. Any deviation from or non-compliance with the provisions of the RfS document;

c. Non-compliance with the prescribed Period of Contract;

d. Non-compliance with the prescribed Bid Validity Period;

e. Non-adherence to applicable laws, rules, regulations, or statutory requirements;

f. Non-submission of prescribed formats or submission of formats not duly completed;

g. Non-submission or incomplete submission of requisite documents and/or information;

h. Submission of an incomplete bid/application in any respect;

i. Submission of the bid/application after the stipulated last date and time as specified in the RfS document;

j. Non-compliance with any other condition or provision of the RfS document, where such non-compliance is expressly stated to result in rejection of the bid/application.

16. METHOD OF SUBMISSION OF RESPONSE TO RFS BY THE APPLICANT

I. <u>Documents to be Submitted Offline</u>

The bidder shall submit original of following documents **offline**.

i. Bank Guarantee/ Surety Bond towards EMD as per Format-VII(A)/(B) or valid UDYAM registration certificate for Bid Processing Fee and EMD exemption.

ii. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

<u>**No documents will be accepted in person, on or before the date of bid submission.**</u>

Bank Guarantee/Surety Bond against EMD needs to be submitted in both online and offline modes. The Bidders will be required to submit the bank guarantee/surety bond, 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 10.09.2026, the above deadline will expire at 18:00 hrs on 12.09.2026. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees/ Surety Bond.

<u>**Note:**</u> In all cases, the Bank Guarantee/Surety Bond 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:

Request for Selection (RfS) of Collaboration Partner for Trading of Renewable Power available with SECI	
RfS Reference No.	SECI/C&P/MI/00/0001/26-27 dated 03.08.2026
Submitted by	(Enter Full name and address of the Bidder)
Organization ID (OID) on ETS portal	(Enter the OID through which the Bid has been submitted online on ETS portal)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	**Executive Director (C&P)** **Solar Energy Corporation of India Limited** **6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023** **Tel No. 011-24666200**

II. Documents to be Submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-B. The Bidders shall strictly follow the instructions mentioned in the electronic form while filling the form.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee/Surety Bond 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 Bid Processing Fees submitted at this stage will be encashed, the EMD(s) shall be returned and the submitted bid will stand cancelled.

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website, https://www.bharat-electronictender.com.

a. Techno-commercial Bid (First Envelope)

The Bidder shall upload single techno-commercial bid containing scanned copies of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below:

i. 'Covering Letter' on Applicant's Letterhead (in Original) clearly specifying the enclosed contents, as per Format-I.

ii. General particulars of the Applicant as per Format-II.

iii. No Deviation Confirmation as per Format-III.

iv. Board Resolution as per Format-IV

v. Format for Turnover for the last 03 (Three) financial years as per Format-V and audited financial statements/sheets for last three financial years, as applicable.

vi. Details of Power trading experience as per Format-VI.

vii. Earnest Money Deposit as per Format-VII(A)/(B).

viii. Certificate of Incorporation, Article of Association (AoA) and Memorandum of Association (MoA), if applicable.

ix. Copy of GST and PAN registration, if applicable.

x. Duly attested documents in accordance with the 'Qualifying Requirements (QR)' establishing the qualification.

xi. Last Published Audited Annual Report of the Company.

xii. Brief Corporate Profile a with Operational capacities (including financial details and shareholding pattern).

xiii. Unconditional and unequivocal acceptance of all terms and conditions of RfS, in the prescribed format.

xiv. Any other relevant information or documents, as deemed necessary by the Applicant.

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

b. <u>Financial Bid (Second Envelope)</u>

Bidders shall submit the single Financial Bid containing the scanned copy Covering letter for financial bid as per Format-VIII of the RfS document.

For the short-term, medium-term, and long-term sale of Renewable Energy (RE) power under Category A and Category B, the Bidder shall quote only a single Trading Margin (in percentage) to be charged by the Power Trading Licensee (PTL). The Trading Margin shall be submitted online through the Electronic Form available on the ISN-ETS portal.

The Bidder shall strictly comply with the instructions specified in the Electronic Financial Bid Form while submitting its Financial Bid. Any deviation from the prescribed instructions or submission requirements shall render the bid non-responsive.

c. **Submission of Pass-phrases:**

In line with Annexure-B, 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.

d. **Important Note:**

i. 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, if paid by Bidder, will not be refunded to Bidder.

ii. In case a Bidder has paid Bid Processing Fee for this RfS 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.

17. CLARIFICATIONS/ENQUIRES/ AMENDMENTS

Clarifications, if any, on RfS document may be sought from SECI at the address mentioned in the Bid Information Sheet not later than 15 days after publication of RfS document & same may be sought during through e-mail/Letters.

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

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

18. RIGHT TO REJECT

SECI reserves the right to reject any or all responses to RfS or cancel the RfS 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 Bid 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. In the event of opening of bids, bid processing fee will not be refunded.

19. CANCELLATION OF CONTRACT/PTA

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

i. The Applicant has made misleading or false representations in the forms, statements, and attachments submitted as proof of the eligibility requirements.

ii. The selected Applicant commits a breach of any of the terms and conditions of the bid/contract.

iii. The Applicant goes into liquidation voluntarily or otherwise during the execution of contract.

iv. The Applicant is in breach of duty imposed as per provisions of Clause 2 of Section II.

v. The progress regarding the execution of the contract made by the selected Applicant is found to be unsatisfactory.

vi. After selection, if the performance of the selected Applicant is found to be unsatisfactory to the sole satisfaction of SECI, SECI shall reserve the right, without prejudice to any other rights available to it, to continue the services either with the same Power Trading Licensee or to assign and entrust the service to any other Power Trading Licensee. This right shall be exercised notwithstanding termination or cancellation of the contract, for any reason whatsoever.

20. IMPORTANT NOTES

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

ii. If the Applicant conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS document, in any manner whatsoever, SECI reserves the right to reject such response to RfS document and/or cancel the Letter of Award (LoA)/CA/PTA or any other agreement, if issued or signed. Applicants shall be solely responsible for disqualification based on their declaration in the submission of response to RfS document.

iii. Applicants shall be liable to be disqualified at any stage of the selection process if any information, document, or declaration furnished by them is found to be false, incorrect, misleading, or suppressed. The decision of SECI in this regard shall be final and binding on the Applicants.

iv. The Applicant shall, with its own responsibility and cost, obtain and satisfy itself with respect to all information relevant to the bidding process. The Applicant shall carefully read, examine, and fully understand all obligations, responsibilities, and liabilities specified in the RfS documents.

v. SECI may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

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

vii. Applicants delaying in submission of additional information or clarifications sought will be liable for rejection.

viii. Non submission and/or submission of incomplete data/ information required under the provisions of RfS document shall not be construed as waiver on the part of SECI of the obligation of the Applicant to furnish the said data/information unless the waiver is in writing.

ix. SECI reserves the right to make any changes in the terms and conditions of the RfS document prior to bid submission deadline.

x. SECI will not be obliged to meet and have discussions with any Power Trading Licensee, and/or to listen to any representations.

xi. The Applicant shall not make any addition or alteration to the bidding documents. The requisite details should be filled in by the Applicant wherever required in the documents. An incomplete bid or bid not submitted as per instructions is liable to be rejected.

21. ZERO DEVIATION

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

SECTION-III

QUALIFYING REQUIREMENTS & SELECTION METHODOLOGY

1. QUALIFYING REQUIREMENTS

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

1.1. GENERAL ELIGIBILITY CRITERIA

i. The Bidder/Applicant shall be a Company incorporated in India under the Companies Act 2013/1956.

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

iii. Bids by Consortium/ JV are <u>not allowed</u> for participation under this RfS.

iv. The Applicant shall not be under a declaration of ineligibility by SECI for Corrupt/ Fraudulent/ Collusive/Coercive practices, as defined under the bidding document.

v. The Applicant should not have been blacklisted/debarred/banned/suspended by the Government of India/ any State Government/ Government Agency/ CPSU/ Regulatory Authority due to "poor performance" or "corrupt and fraudulent practices" or any other reason in the past 05 (five) years.

vi. It shall be the sole responsibility of the Applicant to inform SECI in case the Applicant is debarred from bidding by any Government Ministry. Concealment of the facts shall be tantamount to misrepresentation of facts and shall lead to action against such Applicant.

vii. The Applicant shall not be under any court receivership liquidation or similar proceedings on the due date of submission of the bid.

viii. In case there is any change in the status of the declaration prior to or after the selection, the same must be promptly informed by the Applicant/PTL to SECI.

1.2. TECHNICAL ELIGIBILITY CRITERIA

i. The Bidder/Applicant must have a valid Category-I Inter-State Trading License issued by CERC for Power Trading.

ii. The Applicant must have experience in Long-Term and/or Medium-Term and/or Short-Term trading of renewable energy power during the last 03 financial years. The Bidder shall furnish documentary evidence including Form-4 submitted to CERC or other supporting documents and Renewable Energy Trading experience from last 03 financial years.

iii. The Applicant must have achieved minimum annual average power trading volume of 10,000 MU during the last three financial years, i.e. FY 2025-26, FY 2024-25 and FY 2023-24.

iv. The Applicant must have experience as an Engineering, Procurement and Construction (EPC) Contractor or a Developer of Power Projects, including design, engineering, supply, construction, erection, testing and commissioning of **RE Power Projects of cumulative capacity of at least 50 MW**, in the last 7 years as on the bid submission deadline. Such Projects must have been in operation for at least 6 months prior to the bid submission deadline.

v. Note:

a. "Developer" refers to the Companies who own the Projects being demonstrated and the EPC work for such Project may have been implemented in-house or through sub-contracting to an EPC Contractor.

b. The Applicants are required to submit Commissioning certificate and 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).

c. The Bidder 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.

d. The Bidder shall submit the necessary documents with respect to meeting the above criteria as part of its proposal/bid.

1.3. FINANCIAL ELIGIBILITY CRITERIA

The Applicant shall meet the following financial eligibility requirements:

i. The Minimum Average Annual Turnover (MAAT) of the Applicant in the last three financial years (i.e., FY 2025-26, 2024-25 and 2023-24) should be at least **INR 4,22,00,00,000.00/- (Indian Rupees Four Hundred Twenty-Two Crore Only).**

MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g., the sale of fixed assets. A summarized sheet of average turnover of the Applicant, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts. In case of RfS having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 03 (three) preceding financial years not being available, the Applicant has the option to submit the audited financial results for three years immediately prior to relevant financial year (i.e., 2024-25, 2023-24 and FY 2022-23). In case the bid submission deadline is after 30th September of the relevant financial year, Applicant shall compulsorily submit the audited financial results of immediately preceding three financial years.

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

AND

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

iii. It is clarified that wherever applicable, audited accounts for FY 2025-26, FY 2024-25 and FY 2023-24 will be required to be submitted to meet the qualification requirements. In case the audited annual accounts of FY 2025-26 are not available, then audited annual accounts of FY 2024-25 may be submitted instead. In such case, the submission of documents against MAAT demonstration shall include audited financials for FY 2024-25, FY 2023-24 and FY 2022-23.

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

2. TECHNO-COMMERCIAL EVALUATION

i. The first envelope (Techno-commercial Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 16 of Section-II of the RfS are received by SECI. Bid opening (online) will be done only after the deadline for submission of EMD.

For e.g., if the bid submission deadline is 18:00 Hrs. on 21.09.2026, the online bid opening will be conducted on 24.09.2026. In case of the above date being a holiday, the bids will be opened on the next working day.

ii. 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.

iii. Subject to Clause 16 of Section-II of the RfS, SECI will examine all the documents submitted by the Bidders and ascertain meeting of qualifying requirements prescribed in the RfS. 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 e-mail ID of the authorized signatory of the Bidder is functional. The Bidder may provide an additional e-mail 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.

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

3. SELECTION PROCEDURE (QCBS METHODOLOGY)

All applications/proposals in response to this RfS document shall initially be scrutinized in line with the Qualifying Requirements. The Applicants meeting the Qualifying Requirements as per Clause 1 above, shall be considered for further evaluation as per the Quality Cum Cost Based Selection (QCBS) methodology.

Following weightage will be assigned to Technical and Financial Stages during the QCBS Evaluation to arrive at the final score:

a. Technical Weightage - 75%
b. Financial Weightage - 25%

It is clarified that under QCBS methodology, the technical proposals will be allotted weightage of 75% while the financial proposals will be allotted weightage of 25%.

I. <u>Technical Evaluation:</u>

i. The technical evaluation of the Applicants shall be done as per the following criteria:

S. No.	Parameters	Criteria	Max Marks	Breakup of marks
1	Average Long-Term Renewable Energy Trading Volume of Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26)	More than 2,000 MUs	25	25
		More than 1,000 MUs up to 2,000 MUs		15
		More than 500 MUs up to 1,000 MUs		10
		Less than 500 MUs		0
2	Average Overall Power Trading Volume of Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26)	More than 50,000 MUs	25	25
		More than 30,000 MUs up to 50,000 MUs		15
		More than 20,000 MUs up to 30,000 MUs		10
		Less than 20,000 MUs		5
3	MAAT of the Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26)	More than INR 10,000 crores	20	20
		More than INR 5,000 crores up to INR 10,000 crores		15
		INR 1,000 crores up to INR 5,000 crores		10
		Less than INR 1000 crores		5
4	Experience in RE Project development (Cumulative Project capacity commissioned by the Applicant)*	More than 500 MW	20	20
		More than 100 MW up to 500 MW		15
		More than 50 MW up to 100 MW		5
5	Currently valid Long-Term Credit Rating (Credit rating from SEBI registered Agencies to be considered. If the Bidder has obtained credit rating from multiple agencies, then SECI shall consider the lowest credit rating of the Bidder)	AAA and above	10	10
		Above A up to and excluding AAA		5
		Up to A		3
Total Marks			**100**	

**The Bidder 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.*

ii. Subsequent to the evaluation as above criteria, the applicants will be listed based on the descending order of the points accorded to them.

iii. Applicants securing a cumulative of at least 70% marks after the evaluation as per above criteria shall be eligible for further opening of Financial Bid.

II. Financial Evaluation:

i. Financial bids of the of only those Applicants shall be opened who have been found eligible as per Technical Evaluation above.

ii. The Trading Margin shall be quoted in percentage (%) without any decimal places/values i.e. integral values only. If it is quoted with decimal values, decimal values shall be ignored. (For e.g. if the quoted Trading Margin is 10.87%, then it shall be considered as 10%).

iii. Applicants charging the least trading margin (%) from SECI will be given a financial score of 100% and other proposals given financial scores that are inversely proportional to their prices.

III. Final Evaluation:

i. For the final evaluation, proposals will be ranked according to their combined Technical (Ts) and Financial (Fs) scores, using the following QCBS Formula:

Total Marks = $[(C_{low} /C)*X] + [T/T_{high}*(1-X)]$

Where,

C= Percentage of Tarding Margin quoted by the Applicant
C_{low} =Lowest Trading Margin percentage
T= Technical score of the Applicant
T_{high} = Highest Technical score of the Applicant
X= weightage for the process as specified in Bids

ii. If the calculated individual and total scores for the applicants based on the marks of technical and financial evaluation criteria have more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the calculated score is 80.88745, then it shall be considered 80.88)

Weightage	Technical Evaluation (75%)		Financial Evaluation (25%)		Total marks (100%)	Rank
	Marks	Calculated Score (Ts)	% Trading Margin	Calculated Score (Fs)	Ts*0.75+Fs*0.25	
Applicant 1	75	83.33	12	83.33	83.33	H3
Applicant 2	80	88.88	10	100	91.66	H2
Applicant 3	**90**	**100**	**13**	**76.92**	**94.23**	**H1**

iii. Applicant securing highest marks (H1 Applicant) after the evaluation as per above criteria, shall be considered eligible for selection under the RfS.

IV. <u>Methodology of selection in case of a tie in scores between Applicants</u>

Following methodology shall be followed in case of a tie of scores between Applicants while selecting:

a. The Applicant securing the highest marks in the Technical Evaluation shall be selected.

b. In case of a further tie after following the above procedure, the Applicant with highest average Long-Term Renewable Energy Trading Volume of Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26) shall be selected.

c. In case of tie in above case too, selection of applicant will be carried out through a draw of lots.

4. ISSUANCE OF LETTER OF AWARD (LOA) AND SIGNING OF CONTRACT AGREEMENT

i. <u>Letter of Award (LoA):</u>

a. Prior to expiry of the Period of Bid Validity, SECI shall notify the Applicant securing the highest marks (H1 Applicant) as per above criteria (Successful Applicant/PTL), in writing, of the acceptance of its bid by issuing a 'Letter of Award (LoA)'. Such notification shall be communicated through e-mail and/or courier and/or registered post.

b. The Successful Applicant/PTL shall acknowledge the LoA issued by SECI and shall return the signed and stamped duplicate copy of LoA within 7 days from the date of issuance of LoA.

ii. Payment Security Deposit (PSD):

a. Selected Power Trading Licensee (PTL), within 15 days from the issuance of LoA by SECI, shall furnish a Performance Security Deposit (PSD) of ₹60,00,000/- (Indian Rupees Sixty Lakh only) in the form of an irrevocable and unconditional Bank Guarantee from any of the Scheduled Commercial Bank as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee to SECI as per Format-VII(C) with a validity period up to (& including) the date as on 03 months after the expiry of the contract period. The claim period of the PSD shall be at least 30 days beyond the expiry of the validity period. Electronic Bank Guarantee (e-BG) is also acceptable against PSD under this RfS.

b. In case of contract extension offer by SECI by SECI and acceptance of the same by the PTL, the validity of the PSD submitted by the PTL as per above, shall be extended by the PTL for period up to (& including) the date as on 03 months after the expiry of the extended contract period.

c. The format of the Bank Guarantee prescribed in the Format-VII(C) shall be strictly adhered to and any deviation from the above Format shall result in rejection of the PSD. In case of deviations in the formats of the Bank Guarantee, the corresponding Power Trading Agreement (PTA) shall not be signed. Further, it may be noted that SECI shall sign the PTA with the selected PTL only upon successful verification of the PSD submitted by the PTL.

d. SECI has agreed to accept the PSD 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 PSD 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.

e. Insurance Surety Bond (Surety Bond):

As an alternative to submission of Bank Guarantee as above, the PTL 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 PBG would be liable to be encashed by SECI within the provisions of RfS. This instrument would be furnished as per Format-VII(D) of the RfS, within the timelines as per Clause 4.ii.a above, for the amount and validity period as per Clause 4.ii.a above. In case the PTL chooses to submit Surety Bond, extension fees for delay in submission of the Surety Bond beyond the timeline stipulated at Clause 4.ii.i below, will be applicable in this case too.

f. The term “Performance Security Deposit (PBD)” occurring in the RfS shall be read as “Performance Bank Guarantee (PBG)/Insurance Surety Bond”.

g. The Bank Guarantee/Surety Bond shall be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

h. All expenditure towards execution of Bank Guarantee/Surety Bond such as stamp duty etc. shall be borne by the Applicant. Any Bank Guarantee/Surety Bond 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 with the following bank account details: Account Holder’s Name: Solar Energy Corporation of India Ltd, Account No.: 10070882654, IFSC: IDFB0020101, Bank Name: IDFC First Bank Limited, Branch: Express Building, 2nd Floor, 9-10, Bahadurshah Zafar Marg, New Delhi-110002, and a confirmation in this regard is received by SECI. Message Type: IFN760COV is to be used by the issuing bank.

i. In case of non-submission of PSD within the deadline as per above, the Bidder may choose to submit the PSD within additional 15 days, upon payment of extension fees @ INR 500/day + applicable GST within the deadline for submission of PSD (i.e. 15 days from the issuance of LoA). Thus, the total amount of INR 7,500/- + applicable GST is required to be submitted prior to the deadline for submission of PSD (i.e. 15 days from the issuance of LoA). In this case, in case of submission of PSD prior to 15 days of extended period, SECI shall return the remaining amount out of the deposited extension fees by the PTL after deducting the extension fees up to the date of submission of PSD by PTL, without any interest.

   In case of non-submission of either the PSD or the extension charges, within the deadline for submission of PSD (i.e. 15 days from the issuance of LoA), LoA issued will be cancelled by SECI and the selection of the Successful Applicant/PTL shall stand terminated.

j. The PSD of PTL shall be returned to them, within 45 days of expiry of the contract period or extended contract period (as applicable), as per provisions of RfS, LoA, PTA/PSA and subject to settlement of all obligations and claims.

k. The PSD shall serve as security for the due performance of the obligations of the selected PTL under the Power Trading Agreement and may be invoked by SECI in the event of withdrawal of offers, failure to honour accepted offers, breach of the Agreement, or any other default attributable to the PTL.

l. <u>Encashment of Performance Security Deposit (PSD)</u>

During the validity of the Contract Agreement, SECI may, at its sole discretion, offer available RE Power falling under Category A (Untied RE Capacity) and/or Category B (Available RE Capacity under Existing PPAs/PSAs) to the selected PTL by specifying the project details, contracted capacity, applicable tariff, delivery point, tenure and other commercial terms.

Upon acceptance of such offer by the PTL within the stipulated time, SECI shall allocate the offered capacity to the PTL and the parties shall execute the applicable Power Sale Agreement (PSA) and/or Power Trading Agreement (PTA), as the case may be.

In the event that the PTL, after conveying its acceptance of SECI's offer, fails, refuses or withdraws from execution of the applicable PSA/PTA, or otherwise defaults in completing the transaction within the prescribed timeline for reasons attributable to the PTL, such action shall constitute a material breach of the Contract Agreement.

For ease of reference, the sequence of events under this RfS is illustrated below:

Issue of Letter of Award (LoA) → Submission of Performance Security Deposit (PSD) → Execution of Contract Agreement (CA) → Offer of Project/Power by SECI → Acceptance by the Selected PTL → Execution of the applicable Power Sale Agreement (PSA) and/or Power Trading Agreement (PTA), as the case may be.

Without prejudice to any other rights or remedies available under the Contract Agreement or applicable law, SECI shall be entitled to encash, either wholly or partly, the Performance Security Deposit (PSD). The amount of PSD liable for encashment shall be determined based on the capacity offered by SECI and accepted by the PTL, the applicable tariff, the trading margin discount discovered under this RfS, and such other parameters as specified below:

<u>PSD Encashment Amount</u>

The PSD Encashment Amount @ 5% of the total calculated loss per instance is recoverable as a liquidated damages as follows:

PSD Encashment Amount (INR) = C * CUF * Hours × (M/12) * 1000 × TM * 5 %

Where:

- C = Contracted Capacity offered by SECI and accepted by the PTL (MW).
- CUF = Applicable Annual Capacity Utilisation Factor of the Project.

- Hours= 8760 number of hours in one year; will be 8766 for a leap year
- M = Tenure of the applicable PSA/PTA (in months).
- TM = Applicable Trading Margin quoted by the selected PTL and discovered under this RfS (INR/kWh).

<u>However, the PSD encashment per instance as per above formula shall be limited to INR 5,00,000/-.</u>

m. <u>Replenishment of Performance Security Deposit (PSD)</u>

In the event of any default by the selected Power Trading Licensee (PTL) in execution of the applicable PSA/PTA after acceptance of SECI's offer, SECI shall be entitled to encash the Performance Security Deposit (PSD) to the extent of the amount calculated in accordance with the formula specified under this RfS.

The PTL shall be permitted a maximum of four (4) such defaults during any Contract Year and twelve (12) defaults during the entire Contract Period of three (3) years. The occurrence of defaults beyond 12 defaults shall constitute a material breach of the Contract Agreement and shall entitle SECI, at its sole discretion, to terminate the Contract Agreement, forfeit the balance Performance Security Deposit and/or take such other action as may be permissible under this RfS and applicable law.

Where the PTL commits more than four (4) defaults in any Contract Year, the PSD encashment amount for each subsequent default shall stand enhanced by 5 % during the immediately succeeding Contract Year. In the event the PTL again exceeds the permissible limit of four (4) defaults during the succeeding Contract Year, the applicable PSD encashment amount shall be further enhanced by an additional 5 % for the remaining Contract Period.

At all times during the validity of the Contract Agreement, the PTL shall maintain a minimum Performance Security Deposit of INR 60,00,000 (Rupees Sixty Lakh only). If the available PSD falls below INR 10,00,000 (Rupees Ten Lakh only) on account of encashment or otherwise, the PTL shall, within 15 (fifteen) days of receipt of notice from SECI, replenish the Performance Security Deposit to INR 60,00,000 at its own cost and expense. Failure to replenish the PSD within the stipulated period shall constitute an Event of Default, entitling SECI to suspend further allocation of projects/power, terminate the Contract Agreement, and/or invoke such other remedies as available under this RfS.

iii. Contract Agreement (CA):

a. SECI shall enter into Contract Agreement (CA) with the selected Power Trading Licensees on a 'non-judicial stamp paper' of appropriate value (cost of the stamp-paper shall be borne by the successful Applicant/PTL) and of 'state' specified, within 30 days of date of issuance of LoA by SECI subject to submission of Performance Security Deposit (PSD) by the PTL and verification of the same by SECI.

b. It is hereby clarified that, notwithstanding the date of execution of the Contract Agreement (CA), the effective date of contract shall be the date of signing of CA or date as on 30 days from issuance of LoA by SECI, whichever is earlier. Accordingly, the contract period shall commence from the Effective date.

5. POWER SALE AGREEMENT (PSA) AND POWER TRADING AGREEMENT (PTA):

i. SECI shall enter into Power Sale Agreement (PSA) under Category A Power and Power Trading Agreement (PTA) under Category B Power with the selected Power Trading Licensee (PTL) subsequent to the signing of the Contract Agreement.

ii. It is hereby clarified that, notwithstanding the date of execution of the PSA/PTA, the effective date of PSA/PTA shall be the date of signing of PSA/PTA or date as intimated by SECI, whichever is earlier.

iii. The Power Sale Agreement (PSA) shall be as per the standard provisions of the particular RfS document issued by SECI under Tariff Based Competitive Bidding.

iv. Power Trading Agreement (PTA) is enclosed with this RfS solely for the purpose of providing the prospective Bidders/Applicants with the broad commercial and contractual framework governing the proposed engagement. The final PTA to be executed with the selected PTL may incorporate such modifications, amendments or additional provisions as may be mutually agreed between SECI and the selected PTL, provided that such modifications are not inconsistent with the provisions of the RfS, LoA and the applicable laws. Upon execution, the PTA shall be final and binding on both Parties.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. AGREEMENT/CONTRACT PERIOD/TERM

The Contract/agreement period shall be of Three (3) years from the Effective Date of Contract Agreement, which may be extended for an additional period of one (1) year on the original terms and conditions at the sole discretion of SECI.

2. ACCEPTANCE

SECI shall have the right to reject the services offered by the Power Trading Licensees in whole or in part if the Power Trading Licensee does not confirm to the requirements of this RfS document/LoA/PTA. SECI shall be entitled to cancel the LoA/PTA and execute the nearest equivalent services elsewhere. Cancellation of the LoA/PTA under this condition shall not affect any other rights SECI may have.

3. INDEMNITY

SECI & RE Developer tied up under the SECI PPA, stands indemnified from any claims raised by Associates/employees/staff of the Power Trading Licensee relating to fees of any kind including but not limited to payment for professional fees or any services or claims relating to statutory dues. All such claims and dues shall be the sole responsibility of the Power Trading Licensee. SECI & RE Developer tied up under the SECI PPA, also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the Associates/staff/employee of the Power Trading Licensee while discharging their duty towards performance of services.

4. LIMITATION OF LIABILITY

Except in case of gross negligence, wilful misconduct, or breach of Applicable Laws on the part of the Power Trading Licensee or on the part of any person acting on behalf of the Power Trading Licensee in carrying out the Services, the Power Trading Licensee, with respect to damage or loss caused by the Power Trading Licensee to SECI, shall not be liable to SECI:

a) For any indirect or consequential loss or damage; and

b) For any direct loss or damage that exceeds the total payments payable under the contract to the Power Trading Licensee hereunder

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

5. LANGUAGE

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

6. TERMINATION

SECI may, at any time, upon breach of the terms and conditions of this RfS/LoA by the selected Power Trading Licensee, give the Power Trading Licensee a written notice of the such breach. If the PTL does not commence appropriate measure within a period of 15 (Fifteen) days after issuance of such notice to remedy that breach, then SECI may terminate this Contract/LoA/PTA at any time thereafter stating therein the date & reason of termination.

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

7. NON-DISCLOSURE

The Power Trading Licensee shall safeguard and keep the Confidential Information of SECI & RPD in confidence. The Power Trading Licensee shall not, without the prior written consent of SECI, disclose Confidential Information to any person or entity except to Power Trading Licensee's employees, associates, staff who have a need to know such Confidential Information for the Purpose of providing services and who are bound by the confidentiality obligations. The Power Trading Licensee shall ensure that each of such employees, associates, and staff are made aware of the nature of confidential information and shall always remain liable for the wrongful disclosure by such people.

8. MUTUAL CONSULTATION

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

9. ARBITRATION

a) Settlement of Dispute

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

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

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

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

c) In all Other Cases

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

ii. SECI and the Power Trading Licensee shall each appoint one Arbitrator, and these two Arbitrators shall jointly appoint a third Arbitrator, who shall chair the Arbitration Panel. If the two Arbitrators do not succeed in appointing a third Arbitrator within Thirty (30) days after the later of the two Arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third Arbitrator which shall be an institute appointed in mutual consultation of both the parties.

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

Appointing Authority to appoint the second Arbitrator.

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

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

vi. The venue or arbitration shall be New Delhi.

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

viii. The decision of a majority of the Arbitrators (or of the third Arbitrator chairing the Arbitration Panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

ix. The Arbitrator(s) shall give reasoned award.

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

xi. Cost of arbitration shall be equally shared between SECI and Applicant.

xii. The fees payable to the Arbitrator and the manner of payment of the fees shall be such as may be governed by the Fourth Schedule of the Arbitration and Conciliation Act 1996.

xiii. The Courts in Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Contract and any award or awards made by Arbitration Tribunal hereunder shall be filed (if so required) in the concerned Courts in Delhi only.

xiv. The language of the proceedings will be English.

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

10. JURISDICTION

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

11. SUCCESSFUL BIDDER/APPLICANT INTEGRITY

The Successful Power Trading Licensee is responsible for and obliged to perform the services allotted to it from time to time in accordance with the LoA/PTA with utmost due and reasonable care.

12. GENERAL CONDITIONS

a) The Power Trading Licensee shall read all the terms and conditions set out in this RfS and accept the same without any deviation before applying.

b) Mere submission of the Application and fulfilling of qualifying requirements does not guarantee the selection of the Applicant.

c) SECI reserves the right to accept or reject any or all the applications at any stage of the process without assigning any reason thereof and no claim/dispute in this regard shall be entertained.

d) SECI reserves the right to verify/cross-check the information furnished /submitted by the Power Trading Licensee.

e) The selection of a Power Trading Licensee with SECI shall not, by itself, confer any right or entitlement to the award of work or assignment. SECI reserves the sole discretion to assign services to selected Power Trading Licensees as deemed appropriate.

f) The selection of a Power Trading Licensee with SECI shall not constitute an appointment or confer any right to appointment. SECI reserves the right to terminate the engagement of any Power Trading Licensee at any time, without assigning any reason.

g) SECI is authorized to select any Power Trading Licensee of its choice, and no right exists for a selected Power Trading Licensee to claim that they alone should be entrusted under this RfS.

h) Selected Power Trading Licensee should not use SECI name, symbol, etc. in their letterhead, signboard, nameplates, pamphlets, etc.

SECTION-V

FORMS & FORMATS

Format-I

COVERING LETTER

(To be issued on the Letter Head of the Bidder/Applicant)

Date: ____________________
Reference No: ____________________
From: ____________________ (Insert name and address of Bidder/Applicant)
Tel.#:
E-mail address#

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

Sub: Response to RfS document………… date……….. for RfS document for …………………………………………………. at SECI.

Dear Sir,

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

1. We give our unconditional acceptance to the RfS document, dated ……………….… *[Insert date in dd/mm/yyyy]*, issued by SECI. In token of our acceptance to the RfS document, the same have been digitally signed by us and enclosed with the response to RfS document.

2. We have submitted our response strictly as per (Forms & Formats) of this RfS document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

3. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the RfS document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

4. **Familiarity with Relevant Indian Laws & Regulations:**
   We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS document, in the event of our selection as Successful Applicant.

5. We are enclosing herewith our response to the RfS document with formats duly signed as desired by you in the RfS document for your consideration.

6. It is confirmed that our response to the RfS document is consistent with all the requirements of submission as stated in the RfS document and subsequent communications from SECI.

7. The information submitted in our response to the RfS Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS document.

8. We hereby declare that we have not been debarred/blacklisted by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.

9. We confirm that all the terms and conditions of our response to the RfS are valid for acceptance for a period of one hundred eighty (180) days from the last date of submission of response to RfS.

10. Contact Person

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

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

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

Dated the _________ day of _________, 20…

Thanking you,

Yours faithfully,
(Name, Designation and Signature of Authorized Person)

Format-II

GENERAL PARTICULARS OF THE POWER TRADING LICENSEE

(To be issued on the Letter Head of the Power Trading Licensee)

Name of the Power Trading Licensee	
CIN of the Trading Company	
Date of Registration in India/ Year on Incorporation	
Years of experience as a Power Trading Licensee (With documentary evidence)	
Registered Office Address	
Address of the Power Trading Licensee	
e-mail	
Website	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., e-mail address/ Fax No. to whom all references shall be made	
Has the Applicant/Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work.	
Whether the Power Trading Licensee is having any conflict of interest from participating in the proposed RfS	**Yes** **No**
GST ID (Proof to be submitted: GST No. acknowledgment OR e-mail from GoI)	
PAN details	
Trader Profile	
Trading Portfolio Capacity (Long-Term, Medium-Term and Short-Term)	
RE Transaction Experience	

(Signature of Authorized Signatory)

Format-III

"NO DEVIATION" CONFIRMATION

(To be issued on the Letter Head of the Power Trading Licensee)

Ref. No. _________ Date: ___________

From: ____________ *(Insert name and address of Applicant)*

____

Tel.#:

E-mail address:

To

Solar Energy Corporation of India Limited

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

East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _______________ dated _______ for ____________.

Dear Sir,

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

Place: [Signature of Authorized Signatory of Applicant]

Date: Name:

Designation:

Seal:

Format-IV

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:

1. 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 RfS document vide RfS No. ______________for ____________(insert title of the RfS document), including signing and submission of all documents and providing information/ response to RfS document 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.

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-V

FORMAT FOR FINANCIAL REQUIREMENT

(To be issued on the Letter Head of the Power Trading Licensee)

Ref. No. _________ Date: ___________

From: ____________ *(Insert name and address of Applicant)*

____

Tel.#:

E-mail address:

To

Solar Energy Corporation of India Limited

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

East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _______________ dated _______ for ____________.

Dear Sir/ Madam,

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

This MAAT has been calculated in accordance with instructions provided in Clause 1.3.i of Section III of the RfS. For the above calculations, we have considered the MAAT as per following details:

Name of Applicant	Financial Year	Annual Turnover (INR)
	FY 2025-26	
	FY 2025-24	
	FY 2024-23	
Minimum Average Annual Turnover		

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Name of CA:

Membership No.

Regn. No. of the CA's Firm:

UDIN:

Date:

Note:

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

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

Format-VI

FORMAT FOR DETAILS OF POWER TRADING EXPERIENCE

(To be issued on the Letter Head of the Power Trading Licensee)

Ref. No. _________ Date: ___________

From: ____________ (Insert name and address of Power Trading Licensee)

__________________ __________________

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

Subject: Response to RfS No. ____________ dated ______ for _______________.

Dear Sir/Madam,

We hereby certify that we have traded the Power in last 3 financial years as per following details:

S. No.	Financial Year	Long-Term Renewable Energy Trading Volume (MU)	Overall Power Trading Volume (MU)
1	FY 2023-24		
2	FY 2024-25		
3	FY 2025-26		

Place: [Signature of Authorized Signatory of Applicant]

Date: Name:

Designation:

Format-VII(A)

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 RfS inter alia for _________________ (insert RfS title) vide RfS No. ____________ dated ___________ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of ………[Insert the name of the Bidder] as per the terms of the RfS, 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 5 of Section-II of the RfS], 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 5 of Section-II of this RfS] 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 5 of Section-II of this RfS].

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 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 5 of Section-II of this RfS]. 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 5 of Section-II of this RfS].

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-VII(B)

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 RfS 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 RfS].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .... [Insert amount not less than that derived in line with Clause 5 of Section-II of the RfS] valid for……………………………………[insert date of validity in accordance with Clause 5 of Section-II of this RfS] 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 RfS 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 5 of Section-II of the RfS] 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 5 of Section-II of this RfS]. 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. SECI shall be entitled to invoke this Bond till _________ [Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause 5 of Section-II of this RfS].

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)
Authorized vide Power of Attorney No........................
Date....................................
Email id of the Branch for confirmation of this Bond: …………………………….

Note:

i. 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.

ii. 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.

iii. 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-VII(C)

FORMAT FOR BANK GUARANTEE TOWARDS PAYMENT SECURITY DEPOSIT (PSD)

(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 Selected Applicant*] (hereinafter referred to as 'Selected PTL' or 'PTL') submitting the response to RfS inter alia for …………………………[*insert title of the* RfS], at ………...[*Insert name of the place*], in response to the RfS dated……….. issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of ………[*Insert name of the PTL*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees), selecting the Power Trading Licensee (PTL) and issuing Letter of Award vide LoA No. ________________ to ___________________ (*Insert the name of PTL*) as per terms of RfS and the same having been accepted by the selected Applicant/PTL resulting in a Contract Agreement (CA) to be entered into, for sale of Power/Energy by SECI to PTL.

As per the terms of the RfS, the _______________ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at Delhi 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 PTL*].

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…………… [*Insert a date of the validity period on the basis of Clause 4.ii of Section-III of this RfS*] and 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 4.ii of Section-III of this RfS*].

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 PTL*] 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 Applicant/PTL, to make any claim against or any demand on the PTL or to give any notice to the PTL or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the PTL.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to _________ 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 RfS and PTA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR ___________ (Indian Rupees ________________________ Only) and it shall remain in force until ……………. [*Insert a date of the validity period on the basis of Clause 4.ii of Section-III of this RfS*] and 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 4.ii of Section-III of this RfS*].

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__

Witness:

1. …………………………………….

Signature
Name and Address

2. ………………………………….

Signature
Name and Address

Notes:

i. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

ii. 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-VII(D)

FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY DEPOSIT

(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 selected PTL]........................... with its Registered/Head Office at........................... (Hereinafter referred to as the 'Power Trading Licensee' or 'PTL', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), in response to the RfS No. ………………. dated…………, issued by SECI by issuing Letter of Award No. ……………………dated………….. and the same having been unequivocally accepted by the PTL, resulting into a Contract Agreement (CA) to be entered, for sale of Power/Energy by SECI to PTL and the PTL having agreed to provide a Performance Security Deposit 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 PTL] at any time up to .... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the PTL. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the PTL 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 PTL 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 PTL, 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 PTL 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 PTL and notwithstanding any security or other guarantee that SECI may have in relation to the PTL'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 PTL] 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 RfS.

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 .... [Insert date of validity in accordance with Clause 4.ii of Section-II of this RfS] and shall be extended from time to time for such period, as may be desired by M/s ....[PTL's Name] on whose behalf this Insurance Surety Bond has been given. SECI shall be entitled to invoke this Bond till _________ [Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause 4.ii of Section-II of this RfS].

Dated this .... day of .... 20................. at...
.... (Signature)
.... (Name)
.... (Designation with Insurer stamp)
Email id of the Branch for confirmation of this Bond: …………………………….
Authorized Vide Power of Attorney No. ....
Date..

WITNESS:

1.. (Signature)
.... (Name)
.... (Official Address)

2. .... (Signature)
.... (Name)
.... (Official Address)

Notes:

i. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

ii. SECI shall be the Creditor, the PTL 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.

iii. 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 PTL/Insurer issuing the Insurance Surety Bond.

Format-VIII

FORMAT FOR SUBMISSION OF FINANCIAL BID

(The Covering Letter should be submitted on the Letter Head of the Bidder/Applicant)

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 RfS document No. ___________ dated ________ for ______________.

Dear Sir/ Madam,

I/ We, ______________________ (*Insert Name of the Applicant*) have enclosed herewith the Financial Proposal for selection of my/ firm as Bidder/Applicant for the above.

I/We agree that this offer shall remain valid for a period up to the date as on 180 days from the due date of submission of the response to RfS document 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. *A single trading margin (%) to be quoted by the Applicant. If the Applicant quotes two trading margins (%) or combination thereof, then the bid shall be considered as non-*

responsive.

2. *If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*

3. *The Trading Margin shall be quoted in percentage (%) without any decimal places. Conditional proposals shall be summarily rejected.*

Annexure-A

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

A. Definitions:

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided.

A.2 "Fraudulent Practice" means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

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

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Consultant/ Bidder" is herein after referred to as "Agency"

A.6 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the "Committee" concerned.

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

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

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

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

B.1 Irregularities noticed during the evaluation of the bids:

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

Further, such agency shall be banned for future business with SECI for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

The concerned order(s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed, shall be suspended with immediate effect by the project handling Division to which the case pertains to in SECI whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning list.

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

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

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period:

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

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

(iii) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period

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

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

B.2.2 Period of Banning

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

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

C. Effect of banning on other ongoing contracts/ tenders

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

C.2 However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency shall be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

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

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

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.

C.3.3 after opening of price bid, EMD, if applicable made by the agency shall be returned; the offer/Bid of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

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

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

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

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from Owner.

The competent authority to approve the suspension will be same as that for according approval for banning.

D.3Effect of Suspension of business:

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

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

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

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

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

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

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

Annexure-B

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

GENERAL

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

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secure 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 Homepage of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

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 an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. 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. 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 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 people 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.

<u>Important Note:</u>

1. Interested bidders have to download official copy of the RfS document & 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 RfS document 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	*Customer Support: +91-124-4229071, 4229072* (From *1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)*
Email-ID	*support@isn-ets.com [Please mark CC: support@electronictender.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 is 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 RfS document (if applicable), failing which the techno-commercial 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 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 Techno-commercial 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 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 homepage 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.

<u>SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS</u>

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. <u>Note</u>: 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.)

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 Techno-commercial 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. If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Bid Processing Fee and Document Fee, 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.