



**Request for Proposals  
for Selection of Contractor  
for Balance of System along with 5 years of  
Comprehensive O&M of 600 MW/1200 MWh  
BESS Project  
at  
Nandiyal, Andhra Pradesh  
(AC Package)**

**RFP No. SECI/C&P/OP/15/0002/25-26 dated 20.08.2025**

Tender Search Code on ISN-ETS: SECI-2025-TN000017

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

## **DISCLAIMER**

- I. Though adequate care has been taken while preparing the RfP document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfP documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
- II. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
- III. This RfP document has been prepared in good faith, and on best endeavour basis. Neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
- IV. The specifications mentioned for all the equipment which include PCS, DC cables, Inverter Duty and Power Transformers, Instrument Transformers, LT/ HT cables, interfacing panels, switchgear & other associated equipment etc., to complete the power generation and evacuation to the designated substation, in the present bidding documents are for **reference** only. It is subject to revise/ alter as per the design/ planning/ good engineering practices etc., to be carried out by the selected bidder, to the satisfaction of the Employer or its authorized representatives. It is advised that the bidders must satisfy himself with the prevailing site conditions before design/ plan. The design must be optimized as per the site conditions and directed to achieve the maximum output from the installed capacity at all times. Moreover, the components not separately mentioned, but are required to complete the plant for operation is also included in the scope of bidder and shall be vetted by the Employer or its authorized representatives.
- V. All rights to this RfP document and its contents are reserved by SECI. No portion of this document may be copied, reproduced, distributed, or transmitted in any form or by any means—whether electronic, mechanical, photocopying, recording, or otherwise—without the prior written consent of SECI, except as permitted under applicable Indian copyright laws for brief quotations in reviews or other non-commercial uses. Any third-party content included herein is subject to the intellectual property rights of the respective owners and may not be used without their explicit permission.
- VI. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi

Date: 20.08.2025

## **BID INFORMATION SHEET**

The brief details of the RfP are as under:

<b>(A)</b>	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	Scope of Supply & Work includes design & engineering, procurement & supply of equipment and materials (excluding BESS Containers, PCS, EMS and associated Cables), testing at manufacturers works, multi-level inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, obtaining permits, licenses, installation and incidentals, insurance at all stages, erection, testing and commissioning of “ <b>600 MW/1200 MWh Battery Energy Storage System (BESS) Standalone Project</b> ”, and performance demonstration with associated equipment and materials on turnkey basis along with 5 (five) years of comprehensive Operation and Maintenance (O&M).				
<b>(B)</b>	<b>RFP NO. &amp; DATE</b>	SECI/C&P/OP/15/0002/25-26 dated 20.08.2025				
<b>(C)</b>	<b>TYPE OF BIDDING SYSTEM</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input type="text" value="Yes"/>
SINGLE BID SYSTEM	<input type="text"/>					
TWO BID SYSTEM	<input type="text" value="Yes"/>					
<b>(D)</b>	<b>TYPE OF RFP/ TENDER</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input type="text" value="Yes"/>					
MANUAL	<input type="text"/>					
<b>(E)</b>	<b>SOURCE OF FUNDS</b>	Solar Energy Corporation of India Limited (SECI) intends to finance the Project to be set up under this Tender through debt and own resources				
<b>(F)</b>	<b>DOCUMENT FEE/ COST OF RFP DOCUMENT (NON- REFUNDABLE)</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> </table>	APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input type="text" value="Yes"/>
APPLICABLE	<input type="text"/>					
NOT APPLICABLE	<input type="text" value="Yes"/>					

(G)	<b>BID PROCESSING FEE</b>	APPLICABLE	<input type="text" value="Ye"/>
		NOT APPLICABLE	<input type="text"/>
		Amount: INR 25,000 + GST for the response to RfP, to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfP.	
(H)	<b>EARNEST MONEY DEPOSIT (EMD)</b>	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
		Amount: INR 86,600/- per MW (Indian Rupees Eighty-Six Thousand and Six Hundred only per MW) to be submitted in the form of Bank Guarantee/ POI/ Surety Bond along with the response to RfP.	
(I)	<b>CONTRACT PERFORMANCE GUARANTEE</b>	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
(J)	<b>DATE, TIME &amp; VENUE OF PRE-BID MEETING &amp; SITE VISIT</b>	Scheduled as per NIT on ISN-ETS portal and/or SECI website.	
(K)	<b>OFFLINE &amp; ONLINE BID-SUBMISSION DEADLINE</b>	As per NIT on ISN-ETS portal	
(L)	<b>TECHNO-COMMERCIAL BID OPENING</b>	As per NIT on ISN-ETS portal	
(M)	<b>e-REVERSE AUCTION (e-RA)</b>	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.	
(N)	<b>CONTACT DETAILS OF ISN-ETS PORTAL</b>	M/s <b>Electronic Tender.com (India) Pvt. Ltd.</b> Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: <a href="mailto:support@isn-ets.com">support@isn-ets.com</a>	

(O)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO TENDER)	Sh. Atulya Kumar Naik Executive Director (Contracts & Procurement) Solar Energy Corporation of India Limited 6 <sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023 e-mail: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>
(P)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	1) Sh. Pratik Prasun Sr. Manager (C&P) Contact No.: 011-24666237 <a href="mailto:pratikpr@seci.co.in">pratikpr@seci.co.in</a> 2) Sh. Abhisekh Srivastav Manager (C&P) Contact No.: 011-24666260 <a href="mailto:abhisekhsri@seci.co.in">abhisekhsri@seci.co.in</a> 3) Sh. Swapnil Gandhi Sr. Engineer (C&P) Contact No.: 011-24666359 <a href="mailto:swapnil.gandhi@seci.co.in">swapnil.gandhi@seci.co.in</a>

- Bids must be submitted strictly in accordance with Section-2 and 3 of the Tender, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- Bidders are required to quote strictly as per terms and conditions of the RfP documents and not to stipulate any deviations/ exceptions.
- Any bidder, who meets the Qualifying Requirement and wishes to quote against this Tender, may download the complete RfP documents along with its amendment(s) and clarifications, if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or SECI website ([www.seci.co.in](http://www.seci.co.in)) and submit their Bid complete in all respect as per terms & conditions of RfP documents on or before the due date of bid submission.
- Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.

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

## **SECTION 1. INTRODUCTION & INVITATION FOR BIDS**

### **1 *Background & Introduction***

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a “Navratna” Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2 As reliance on RE increases, the grid experiences stress during evening and morning peaks when sufficient RE is not available, necessitating additional power dispatch. Energy Storage Systems (ESS) plays a vital role in successfully integrating RE into the grid and assisting grid operators in managing these fluctuations in demand and RE supply. ESS connected to solar pooling stations also help in maximizing the capacity utilization of RE transmission systems.
- 1.3 The Central Government has sanctioned the Central Sector Scheme for Viability Gap Funding for development of Battery Energy Storage Systems (BESS) in India. Launched in 2023, the Scheme currently targets installation of 30 GWh Standalone BESS capacity in India by 2028. SECI has been allocated a total capacity of 600 MW/1200 MWh under the Tranche-2 of Market Component of the above Scheme. The BESS capacity shall be discharged through power exchange(s) during the hours specified by SECI
- 1.4 SECI intends to setup the 600MW/1200MWh Battery Energy Storage System (BESS) interconnected with Kurnool-3 Substation of the ISTS Network for implementing a Market based Operation of BESS at Kolimigundla, Nandyal District, Andhra Pradesh under the “*Operational Guidelines for Tranche-2 of Market Component of Scheme for Viability Gap Funding for development of Battery Energy Storage Systems*” vide F. No. 26/02/2023-RCM/NRE dated 23.01.2025 issued by Ministry of Power (MoP), along with subsequent amendments and clarifications thereof.
- 1.5 In line with the above, SECI hereby invites the proposal for participating in the RfP for for selection of Contractor for Balance of System of **600 MW/1200 MWh Battery Energy Storage System (BESS) project** at Kolimigundla, Nandiyal, Andhra Pradesh along with 5 (Five) years of Comprehensive Operation and Maintenance.
- 1.6 Balance of System (BoS) refers to all the supply and works required for completion and commissioning of the Project excluding supply and installation of BESS (BESS Containers, PCS, EMS and associated cables upto PCS) excluding the civil works as detailed in Annexure B of the RfP document.
- 1.7 For the purpose of all procurement activities related to the said works, SECI shall be referred to as “SECI” or “Employer” and the Selected Bidder shall be referred to as “BoS Contractor” or “Contractor”.
- 1.8 SECI shall enter into a Contract Agreement (CA) with the Successful Bidder selected based on the terms, conditions and provisions of the RfP document and CA. The standard

CA document is available for download from the ISN-ETS portal <https://www.bharat-electronictender.com>.

## **2 Invitation for Bids**

2.1 A Single Stage, Two-Envelope Bidding Procedure followed by e-Reverse Auction (e-RA) will be adopted and will proceed as detailed in the RfP documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this Tender. The respective rights of SECI and the Bidder/Contractor shall be governed by the RfP documents and Contract Agreement signed between SECI and the Bidder/Contractor for the Project.

2.2 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned in the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfP documents.

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

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

2.3 While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by SECI for opening the bids (separate for both First Envelope as well as Second Envelope). The same may be submitted on the portal as per the provisions for submission of the pass-phrase and as per the details given in Annexure-A.

In the event, SECI is unable to open a bid with the pass-phrase provided by the bidder, SECI on its discretion may give an option, through ETS portal, to the bidder to open its bid as per provisions of the ETS portal. However, SECI shall not be responsible if bid of the bidder could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall be sent unopened to ‘Archive’ on the portal and shall not be considered for further evaluation process.

2.4 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-](https://www.bharat-electronictender.com)

[electronictender.com](http://electronictender.com)), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.

- 2.5 Bidder shall submit bid proposal along with non-refundable Cost of RfP document (if applicable), Bid Processing Fees (if applicable), and Earnest Money Deposit (EMD) (if applicable) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Cost of RfP document (if applicable), Bid Processing Fees (if applicable), and EMD (if applicable) will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 2.6 RfP documents can be downloaded from the ISN-ETS Portal or from SECI's website. It is mandatory to download official copy of the RfP documents from Electronic Tender System (ISN-ETS) portal to participate in the RfP. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfP shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on SECI website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- 2.7 SECI reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

## 2.8 INTERPRETATIONS

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any discrepancy between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

## **SECTION 2. SPECIAL CONDITIONS OF CONTRACT**

### **3 *Maximum Eligibility for Contracted Capacity Allocation for a Bidder***

Selection of Balance of System (BoS) Contractor for Design, Engineering, Supply (except BESS), Construction, Erection, Testing Commissioning, Operation and Maintenance of 600 MW/1200 MWh BESS will be carried out through e-bidding followed by e-Reverse Auction process.

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

- 3.1 A Bidder, including its Parent or Affiliate or Ultimate Parent or any Group Company shall submit a single bid for Design, Engineering, Procurement, Supply (except BESS), Construction, Erection, Testing, Commissioning, Operation and Maintenance of **AC Package comprising Balance of System (BoS) of 600 MW/1200 MWh BESS Project.**

**Note:** In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the Tender, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

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

### **4 *Project Location & Site Visit***

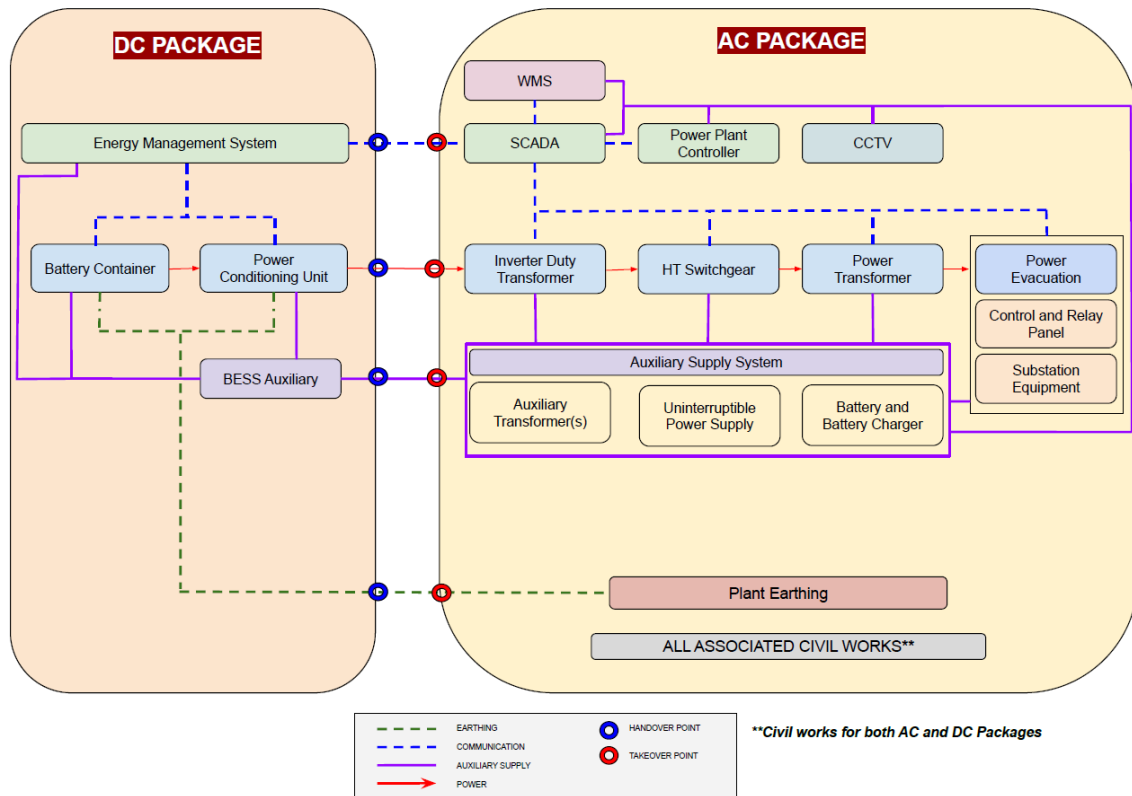
- 4.1 The proposed 600 MW/1200 MWh standalone BESS Project is to set up at Kolimigundla, Nandiyal District, Andhra Pradesh. The Bidder at its own responsibility, cost and risk shall identify and examine the site and its surrounding, nature of the site, the geological conditions, the means of access to the site, the loading and unloading facilities, etc. In general, the Bidders shall themselves obtain all necessary information as to risks, contingencies, and other circumstances susceptible to influence or affect their bids. No consequent extra claims on any misunderstanding or otherwise shall be entertained by SECI.
- 4.2 The site is being offered to the Bidder for the Project on an “as is, where is” basis. The Bidder is advised to visit, examine/inspect the site of works, its surroundings to study the actual conditions and go through the plans/ drawings connected to the present scope of work including power evacuation system, including conditions, availability of water, etc., on its own risk and cost to acquire all information that may be necessary for bid preparation/submission and CA signing for execution of the Project. The costs of visiting the site shall be borne by the Bidder.

- 4.3 The Bidder or any of its personnel or agents shall be granted permission by SECI to enter upon its premises and land/area for the purpose of such visits, but only on the express conditions that the Bidder, its personnel and agents will release and indemnify SECI and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 4.4 The Bidder shall not be entitled to hold any claim against SECI for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
- 4.5 It shall be understood and agreed by the bidders that all such factors have been duly investigated, evaluated, and taken into consideration while preparing and submitting the Bid. Any claim for financial adjustment, foreign exchange variation, or any other contractual modification on account of lack of awareness or understanding of site conditions or applicable laws shall not be entertained under any circumstances.
- 4.6 Although certain information is provided in Annexure B (Scope of work) of this RfP document, it should be checked by the bidders, any neglect or failure to obtain or confirm such information will not relieve the bidders from any liability or responsibilities to carry out the works according to the contract. SECI will assist the bidders in obtaining the data required but will not assume responsibility either for the data obtained or for their completeness.
- 4.7 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether it visits the site/area or not and has taken all the factors into account while quoting its rates.

## **5** *Scope of Work*

- 5.1 Scope of Supply & Work includes Design & Engineering, Procurement & Supply of equipment and materials (excluding BESS Containers, PCS, EMS and associated Cables upto PCS), Testing at manufacturers works, multi-level Inspections, Packing and Forwarding, Supply, Receipt, Unloading and Storage at site, associated civil works, services, obtaining Permits, Licenses, Installation and Incidentals, Insurance at all stages, Erection, Testing and Commissioning of 600 MW/1200 MWh Battery Energy Storage Project, and Performance demonstration with associated equipment and materials on turnkey basis along with 5 (five) years Comprehensive Operation and Maintenance (O&M).
- 5.2 The detailed Scope of Work along with Technical Specifications are enclosed at **Annexure-B**. For illustrative purpose, the demarcation of the two packages identified in the Project, i.e. the AC Package (covered under this RfP), and the DC Package (covered under a separate RfP), is brought out in the figure below. It may be noted that the figure below is indicative, and the Bidder shall refer to the Scope of Work enclosed as Annexure-B, to obtain information regarding the detailed Scope of Work for the respective Packages. In case of any difference between the scope/details indicated in the

figure below and the Scope of Work detailed at Annexure-B, the provisions contained in Annexure-B shall prevail.



5.3 It shall be the responsibility of the Bidder to acquaint themselves with laws and regulations in India under which the work is to be performed including those which may influence, in general or in detail, design, supply, transportation, erection, operation of the equipment and requirement of manpower. Any failure or neglect to do so will not absolve the potential Contractor from its contractual obligation.

## 6 *Materials to be supplied by Contractor*

### 6.1 **Plant and Equipment:**

The Contractor shall procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site to achieve completion of activities as per schedule to enable commissioning of the Project by the Scheduled Commissioning Date. Contractor shall deliver supplies at site in accordance to its erection sequence. Employer/SECI may hold payment against supplies in case same is delivered more than 03 (Three) months before its erection requirement (except for imported items).

### 6.2 **Packing and Marking:**

- i. The Contractor shall be responsible for securely protecting and packing the plant & equipment as per prescribed standards in force to withstand the journey and ensuring safety of materials and also arrival of materials at destination in original condition and good for contemplated use. Packing case size & weight shall take into consideration the remoteness of the goods' final destination and absence of heavy material handling facilities at all points in transit.

- ii. Packing lists of materials shall be provided in each package to facilitate checking up of the contents at the destination.
- iii. In order to import any items, associated with the BESS Project, from abroad or from any other state in India, Contractor shall have to arrange any clearance, permission, if required at its own risk, from any Government (Government of State & Government of India) or any Government (Government of State & Government of India) controlled organization for transportation of materials from manufacturing shop to delivery at Site. Contractor shall take necessary insurances to ensure safe transit & consequential risks. All packing material is the property of SECI and shall be immediately taken into the safe storage.

**6.3 Transportation:**

- i. The Contractor shall ensure that all the plant and equipment required to complete the Facility at site, are procured and dispatched.
- ii. The Contractor shall at its own risk and expense transport all the Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances. Contractor shall be responsible to assess in advance suitability of access roads, bridges, culverts, etc for transportation of Over Dimensional Cargo (ODC) shipments, if any and arrange to transport them accordingly.
- iii. In case, the Contractor decides to transport the goods by road within Employer's country, then such Goods must necessarily be transported through a Registered Common Carrier as per Carriage by Road Rules, 2011 of Government of India.
- iv. **Road Permit:** Contractor shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Contractor shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.
- v. The transportation may entail supplying in the monsoon also. The Contractor must maintain a minimum work force as may be required for the job and plan and execute the Supply according to the prescribed schedule. No extra rate will be considered for such Supply in the monsoon season. During monsoon and other periods, it shall be the responsibility of the Contractor to bear all the extra cost incurred for completing the supply as per the Schedule.

**6.4 Storage of Equipment:**

- i. The plant and equipment thus procured under the scope of the Contract and BESS as supplied by SECI must be kept in safe custody till put under operation, essentially free from Water Contact or any damage. All the spares, as required for the trouble-free comprehensive O&M of Plant, must be kept under secure storage during O&M period. Contractor has to ensure the appropriate and proper storage arrangement prior to the arrival of the equipment including containers, temporary structures, sheds, platforms etc at its own cost.
- ii. The Contractor shall procure and provide within the Value of Contract the whole of

the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the Work except the materials which will be issued by SECI and shall make its own arrangement for procuring such materials and for the transport thereof. SECI may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no further responsibility of any nature. SECI will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

- iii. The Contractor shall ensure the proper storage, handling, and protection of all materials brought to the Site, whether issued by SECI (e.g., Battery Energy Storage System – BESS), or procured by the Contractor at its own cost, to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of works. The Contractor shall maintain sufficient stocks of all materials required for work including commissioning spares.

## **7 Design and Engineering**

- 7.1 The Work covered under this Contract having to be executed by the Contractor on a lump-sum firm price, the Employer/SECI will not accept any proposals for changes in Value of Contract or extension in time on account of any such changes which may arise to the Contractor's scope of Work as a result of detailed Engineering and thereafter during the execution of Work.

### **7.2 Specifications and Drawings:**

The Contractor shall execute the basic and detailed design and engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good and sound engineering practice.

The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager/ EIC or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer/SECI.

### **7.3 Codes and Standards**

- i. Wherever references are made in the Contract to Codes and Standards in accordance with which the Contract shall be executed, the edition or the revised version of such Codes and Standards current at the date of bid submission shall apply unless otherwise specified.

- ii. Approval/ Review of Technical Documents by Project Manager

The Contractor shall prepare list of documents and drawings i.e. Master drawing list (MDL) as per Technical Specifications and furnish to the Project Manager/EIC for review & approval of the same within 14 days from the Zero Date/ Effective Date.

- iii. Within ten (10) working days after receipt by the Project Manager of any document

requiring the Project Manager's approval, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval and the reasons thereof and the modifications that the Project Manager proposes.

- iv. The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.
- v. If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), and upon resubmission with the required modifications the document shall be approved.
- vi. The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be as per the Contract Co-ordination Procedure (CCP).
- vii. If any dispute or difference occurs between the Employer/SECI and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be settled in accordance with Clause 65 (Settlement of Dispute) hereof. If such dispute or difference is referred as per Clause 65, the Project Manager shall give instructions as to whether and if so, how, Performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Arbitration upholds the Contractor's view on the dispute, then the Contractor shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Arbitration shall decide, and the Time for Completion shall be extended accordingly.
- viii. The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.
- ix. The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this Clause.
- x. If the Project Manager requests any change in any already approved document and/or in any document based thereon, generally shall be taken care by the Contractor if the change is not causing any major financial impact.

## **8** *Execution of Work*

- 8.1 All the Works shall be executed in strict conformity with the provisions of the RfP, Contract Agreement and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time by the Contractor whether mentioned

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

- 8.2 All materials shall be brand new & of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as has been specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant IS codes specification wherever Indian specifications apply or IEC codes or equivalent internationally accepted standard.
- 8.3 The Contractor shall supply & deliver all equipment and materials for installation at site. The Contractor shall arrange for transportation, loading & unloading, local shifting, insurance and safe storage of materials at project site at its own cost & risk.
- 8.4 If the Contractor offers equipment manufactured in accordance with other international well recognized standards (mentioned above), it shall, in that case, supply a copy in English of the Standard Specification adopted and shall clearly mention in what respect such standard specification differs from Indian Standard Specifications. The plant, equipment, and materials as applicable offered by the Contractor should comply with one consistent set of Standards only to make the system compatible and work in harmony as far as possible, except if mentioned otherwise.

## **9 *Pre-Commissioning & Commissioning***

- 9.1 Upon completion of the installation of the AC Package, excluding such minor items that do not materially affect the safe operation or performance of the Project, the Contractor shall notify the Engineer-in-Charge (EIC)/Project Manager in writing that the Facilities are ready for Pre-Commissioning inspection.
- 9.2 Upon receipt of the Contractor's notice, and if the Project Manager/EIC is satisfied that the Facilities are ready, the Project Manager/EIC shall arrange to witness the Pre-Commissioning activities within seven (7) days.
- 9.3 If any defects or deficiencies are identified during Pre-Commissioning, the Project Manager/EIC shall notify the Contractor in writing. The Contractor shall promptly rectify the same and reinitiate the Pre-Commissioning notification procedure as per Clause 9.1.
- 9.4 If the Project Manager/EIC continues to find deficiencies upon re-inspection, a further written notice shall be issued within seven (7) days of receipt of the Contractor's repeat notice. The process outlined above shall be repeated until all such defects are satisfactorily addressed.
- 9.5 Upon completion of all Pre-Commissioning activities and rectification of identified defects, and when the Facilities are in the opinion of the Contractor ready for Commissioning, the Contractor shall notify the Project Manager/EIC in writing.
- 9.6 Commissioning of the Facilities shall then be carried out by the Contractor in strict accordance with the procedures specified in the Annexure B, in the presence of the

Employer or their authorized representatives.

- 9.7 If the Project Manager/EIC fails to notify the Contractor of any outstanding deficiencies within fourteen (14) days after the Contractor's initial notice under Clause 9.1, or within seven (7) days after the Contractor's repeated notice under Clause 9.3, then the Facilities shall be deemed accepted for Commissioning as of the date of such notice.
- 9.8 Following successful Commissioning, the Contractor shall complete all remaining minor punch-list items as soon as possible. If the Contractor fails to do so in a reasonable time, the Employer/SECI shall have the right to execute such works at the risk and cost of the Contractor, and deduct the expenses from any amount due to the Contractor.
- 9.9 Upon successful completion of Commissioning, the Contractor shall prepare the Facilities for the Performance Test and notify the Project Manager/EIC at least seven (7) days in advance of the scheduled test date. The Performance Test shall be conducted as per the methodology defined in the Annexure-B.
- 9.10 Following the successful Performance Test, as outlined under Clause 9.9, the Contractor shall assume full responsibility for the care, custody, risk of loss, or damage to the AC Package. The Contractor shall continue to operate and maintain the AC Package as per the comprehensive Operation & Maintenance (O&M) terms mutually agreed and stipulated in the Contract.

## **10 Time Schedule**

- 10.1 The deadline for completion of the entire scope of Works under the RfP and/or Contract Agreement, including Design, Engineering, Procurement and Supply (except BESS), Construction, Erection, Testing and Commissioning shall be the date as on **14 (Fourteen) Months** from the Effective Date of the Contract Agreement (CA). *For example, if the Effective Date of the Agreement is 10.10.2025, the above deadline shall be 10.12.2026.* The detailed procedure and scope of Testing and Commissioning is mentioned in the Annexure-B.

The Works shall be deemed completed only upon successful issuance of the Operational Acceptance by SECI, following satisfactory completion of performance testing in accordance with the Contract.

Further Contractor shall also provide and commence Operation & Maintenance (O&M) services to the AC Package of the BESS Facility for a period of 05 (Five) years from the date of Operational Acceptance of the Project/Plant.

The contractor shall submit the L2/L3 schedule for the project clearly indicating the timelines for submission and approval of drawings, procurement, and transportation of materials to site, their installation at site, commissioning, performance test etc.

- 10.2 The work shall be executed strictly within the completion time as per Clause 10.1 of the RfP document. The period of construction given in Clause 10.1 includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

- 10.3 A joint schedule of execution of the work will be prepared by the Contractor based on priority requirement of this project & submitted to the Engineer in charge. A detailed Bar chart in MS Projects consisting of adequate number of activities covering various key phases of the Supply such as Design, Procurement, Manufacturing, Shipment, Construction, Erection, Installation, Testing and Commissioning shall be part of the Schedule. This Schedule shall also indicate the intermediate milestones and interface facilities to be provided by the Employer, if any and the dates by which such facilities are needed. This Schedule will take into account the time of completion mentioned above and the time allowed for the priority works by the Engineer-in-Charge.
- 10.4 Monthly/ Weekly construction Schedule will be drawn up by the Contractor jointly with Engineer-in -Charge, based on availability of work fronts and the joint construction Schedule in clause 10.3 above. The Contractor shall scrupulously adhere to these targets/ Schedule by deploying adequate personnel, construction tools and tackles and shall also supply all materials of its scope of supply in good time to achieve the targets/Schedules. In all matters concerning the extent of targets set out in the weekly and monthly Schedule and the degree of achievements the decision of the Engineer-in-Charge will be final and binding on the Contractor.
- 10.5 The Contractor shall monitor progress of all the activities specified in the Work schedule mentioned above and submit the progress report to the Engineer-in-Charge (EIC).
- 10.6 If at any time, the Contractor's actual progress falls behind the scheduled construction Schedule, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer, prepare and submit to the EIC, a revised Schedule, taking into account the prevailing circumstances, and shall notify the EIC, of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion.
- 10.7 The time for completion, as specified in clause 10.1 above, is firm & binding on the Contractor. The time for completion may be extended if the Contractor is delayed or impeded in the Performance of any of its obligations under the Contract due to delay in fulfilment of obligations by the Employer or by the reason of any of occurrence of Force Majeure as provided in the RfP document for Force Majeure.

10.8 **Maintenance of Records of Progress Review Meeting:**

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

10.9 **Hindrance Register:**

The Contractor may also maintain a Hindrance Register where reasons along with documentary evidence for delay/ fault may be recorded from time to time and at the time

of occurrence of the hindrance and get it duly certified by the Project Manager or its authorized representative.

#### 10.10 **Liquidated Damages (LD) for Delay in Completion**

- i. Subject to Force Majeure, if the Contractor fails to achieve Completion/ successful commissioning of AC Package in accordance with timelines as mentioned above or any extension thereof, then the Employer shall encash the Contract Performance Guarantee (CPG) as liquidated damages not amounting to penalty, an amount calculated @ half percent (0.5%) per week of the unexecuted value of the Contract Price (corresponding to the un-commissioned part/capacity), subject to the maximum limit of five percent (5%) of Contract Agreement's Price. This shall be without prejudice to the Employer's other remedies under the Contract.
- ii. Once the maximum limit of Liquidated Damages (5% of the Contract Price) is reached, Employer may consider the termination of CA or may choose to have the work executed from the Contractor without levying any additional Liquidated damages on account of delay in commissioning (i.e. in this case, the amount of liquidated damages levied until commissioning will be limited to 5% of CA Price).
- iii. The Employer shall deduct the amount of such damages through encashment of Contract Performance Guarantee (CPG). The deduction of such damages from CPG shall not relieve the Supplier from its obligation to complete the Supply, or from any other of its obligations and liabilities under the Contract.
- iv. The Employer shall, at its sole discretion upon reaching the LD limit for execution of work as above, as an alternative to the Liquidated Damages at its option, get the Supply executed from a 3<sup>rd</sup> party at the risk and cost of the Contractor, irrespective of the fact whether the scope of work in the contract signed with the 3<sup>rd</sup> party is identical to the original scope of work in the CA. In case the Employer chooses the alternative course as mentioned, it will be entitled to recover compensation/damages on account of non-execution of the works from the Contractor irrespective of maximum limit prescribed under Clause 10.10.i above
- v. The Employer may, by giving one (01) months' notice to the Contractor, cancel the Contract, without prejudice to the Employer's right under Clauses above or any other provisions contained in the Contract and shall claim damages from the Contractor.

### 11 *Guarantee Tests & Operational Acceptance*

#### 11.1 **Functional Guarantees:**

- i. The Contractor guarantees that during the Guarantee Test, all parts of AC Package shall attain the Functional Guarantees specified under Technical Specifications (Annexure-B), subject to and upon the conditions therein specified.
- ii. If, for reasons attributable to the Contractor, the guaranteed level of the Functional Guarantees specified under Technical Specifications are not met either in whole or in part, the Contractor shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/ or additions to the AC Package or any part thereof

as may be necessary to meet such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall seek the Employer's/ consent to repeat the Guarantee Test. If the level of the specified Functional Guarantee parameters, as demonstrated even during repeat of the Guarantee Test(s), are outside the acceptable shortfall limit, the Employer/SECI may at its option, either,

- Reject the Equipment and advise immediate replacement to suit the provisions of Technical Specification without any additional cost or;
- Reject the Equipment and recover the payments already made, or;
- Terminate the Contract and recover the payments already made, or;
- Accept the equipment after levy of liquidated damages in accordance with the provisions specified.

#### **11.2 Plant Performance Guarantee Test:**

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

#### **11.3 Operational Acceptance:**

- i. Operational Acceptance shall occur in respect of the Facilities when:
  - a) The Plant Performance Guarantee in accordance with the procedure specified in "Technical Specifications/Annexure-B" has been successfully completed and the Functional Guarantees are met.
  - b) Completion of the Facilities have been achieved as per Technical Specifications/Annexure-B.
- ii. The milestone payment linked with successful Operation acceptance shall be released subjected to following:
  - a) All "As-Built" Drawings and documents are submitted.
  - b) Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing, cable routing plans and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project are submitted.
  - c) Bill of material of the installed Facility is submitted.
  - d) Inventory of recommended and mandatory spares including special tools and tackles at project Site are provided.
  - e) All the required approvals and NOC's as required, are submitted.

- f) List of deviation from the approved drawings with reason for deviation is submitted.
  - g) List of punch points, duly signed, is provided.
  - h) Settlement of liquidity damages against delay and performance (Liquidity Damages).
  - i) Certificates of final levels as set out for various works.
  - j) Certificates of tests performed for various Works.
  - k) Material appropriation, Statement for the materials issued by the SECI, if applicable for the Work and list of surplus materials returned to the SECI's store duly supported by necessary documents.
  - l) Warranty certificates for each equipment are handed over to SECI' and 'Statutory approvals/ permits/ NOC are handed over to SECI'.
  - m) Supply of all mandatory and recommend spares.
- iii. At any time after the events set out in Clause 11.3.i have occurred, the Contractor may give a notice to the Project Manager/EIC requesting the issue of an Operational Acceptance Certificate in the form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.
  - iv. The Employer/SECI shall, after consultation with the Project Manager/EIC, and within thirty (30) days after receipt of the Contractor's notice, issue an Operational Acceptance.
  - v. If within thirty (30) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance or fails to inform the Contractor in writing of the justifiable reasons for non-issuance of the Operational Acceptance by SECI, the Facilities shall be deemed to have been accepted as at the date of the Contractor's said notice.
  - vi. The start date of the Comprehensive Operation and Maintenance shall be reckoned from the date mentioned in the Operational Acceptance Certificate.

#### 11.4 **Final Acceptance:**

- i. Final Acceptance shall occur in respect of the Facilities when:
  - a) The plant has achieved the Operational Acceptance; and
  - b) Handing over-Taking over of Plant should have been completed; and
  - c) Successful demonstration of the performance guarantees
  - d) Contractor has provided the list of recommended spares with detailed specification, source and price for further procurement; and
  - e) The Contractor has paid the liquidated damages, if any, as specified in Clause 10.10 thereto;

- f) Account reconciliation and NCR/ Punch list closure.
- ii. At any time after the events set out in Clause 11.4.i have occurred, the Contractor may give a notice to the Project Manager/EIC requesting the issue of Final Acceptance in the form acceptable to the Employer/SECI in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.
- iii. The Employer/SECI shall, after consultation with the Project Manager/EIC, and within thirty (30) days after receipt of the Contractor's notice, issue Final Acceptance.
- iv. If within thirty (30) days after receipt of the Contractor's notice, the Employer/SECI fails to issue the Final Acceptance or fails to inform the Contractor in writing of the justifiable reasons for non-issuance of the Final Acceptance by SECI, the Facilities shall be deemed to have been accepted as at the date of the Contractor's said notice.
- v. The O&M contract period may further be extended for a period as per mutually agreed terms and conditions.
- vi. In case the Employer/SECI wishes to extend the O&M period beyond the agreed period under this contract, the same shall be intimated to the Contractor at least 6 months prior to the completion period. The Contractor may accept the offer as per the terms and conditions to be mutually agreed with the Employer/SECI.

## **12 Defect Liability Period**

- 12.1 The Defect Liability Period (DLP) is the time period from the Operation Acceptance by the Employer, during which the Contractor must repair any defect identified by the Project Manager/ EIC after commissioning of the Plant. All the expenses to repair the defects shall be borne by the Contractor and no additional cost charged to the Employer/SECI.
- 12.2 The Defect Liability Period shall be the duration between (and including) the date of Operation Acceptance by the Employer, to the date as on 12 (Twelve) months from the above date.
- 12.3 The Contractor must warrant that the Facilities shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.
- 12.4 If it shall appear to the Project Manager/EIC that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of Contractor are unsound or otherwise not in accordance with the Contract, the Contractor shall on demand in writing inform the Project Manager or its authorized representative specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for. The Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the Project Manager/EIC in its demand aforesaid, the Project Manager/EIC may on expiry of notice period rectify or remove and

re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor. The decisions of the Project Manager in this regard shall be final and binding.

- 12.5 If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer/SECI regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.
- 12.6 Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Contractor shall also be responsible for the repair, replacement or making good of any defect, or of any damage to the Facilities arising out of or resulting from any of the following causes:
- Improper Operation or Maintenance of the Facilities by the Contractor during Operation and Maintenance of the Facility; and
  - Operation of the Facilities outside specifications of the Facilities.
- 12.7 The Contractor may, with the consent of the Employer/SECI, remove any Equipment or any part of the Facilities that are defective from the Site, if the nature of the defect and/or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.
- 12.8 If the repair, replacement or making good is of such a nature that it may affect the performance parameter(s) of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.
- 12.9 If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by the Employer and the Contractor for the original equipment/part of the AC Package.
- 12.10 The Contractor shall also be undertaking the operation and maintenance of the Facilities and consequently shall be required to rectify any defects that emerge during the operation of the Facilities for the entire term of this Contract.
- 12.11 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Employer may, following a notice to the Contractor, proceed to do such work, and the costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by SECI from any monies due to the Contractor or claimed from encashment of the Performance Guarantee, without prejudice to other rights, which the Employer

may have against the Contractor in respect of such defects.

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

12.13 In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the Defect Liability specified.

12.14 **Latent defect liability:** Notwithstanding, the Defect Liability Period of 12 months above, the Contract shall carry a Latent Defect Liability of 5 years from date of Operational Acceptance towards any design/ manufacturing defects in the equipment supplied by the Contractor.

12.15 The Contractor's liability under this contract for any reason, what so ever, shall be limited to the total Contract Price (Including GST etc.)

12.16 **Limitation of Liability:** Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Agreement or otherwise shall be limited to 100% of Agreement/ Contract Value except in case of Patent Infringement liability. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

### **13 Operation & Maintenance (O&M)**

13.1 The Operation and Maintenance shall be comprehensive. The maintenance service provided shall ensure project functioning of the Facilities to the extent covered in the Contract. All preventive/ routine maintenance and breakdown/ corrective maintenance required for ensuring maximum uptime shall have to be provided. Accordingly, the Comprehensive Operation & Maintenance shall have two distinct components as described below:

#### **13.2 Preventive/ Routine Maintenance:**

This shall be done by the Contractor regularly and shall include activities such as checking the health of the Project, tightening of all electrical connections, and any other activity including the associated civil works, as mentioned in Technical Specifications, activities to prevent wear and tear that may be required for proper functioning of the Project as a whole. Necessary maintenance activities, preventive and routine for Transformers and associated switch gears and transmission line also shall be included.

#### **13.3 Breakdown/ Corrective maintenance:**

Whenever a fault occurs, the Contractor has to attend to rectify the fault & the fault must be rectified within the 72 hours from the time of occurrence of fault. The Contractor must maintain all the records pertaining to all such faults and necessary measures taken.

The date of Comprehensive Operation & Maintenance Contract period shall begin from the date of Operational Acceptance of the Project. However, operation of the Plant means operation of system as per Technical Specifications and workmanship in order to keep the project trouble free covering the O&M period. The Contractor must demonstrate the committed performance parameters at the end of every year in accordance with commitment made in line with the Performance guarantees.

**13.4 Serviceability Level Agreement (SLA):**

- i. Contractor shall make efforts to maintain 100 % serviceability of complete AC Package including all other associated infrastructure developed by the Contractor during execution of project as its scope of work & the respective report of the same shall be submitted to SECI.
- ii. Contractor shall maintain a Complaint log book, which shall include the timing of logging of complaint including unique Complaint number, time of closure of complaint & it's Root Cause Analysis.
- iii. Contractor will be responsible for maintaining the Insurance Policy for the Facilities during the O&M period also. Contractor shall maintain seamless insurance cover during Construction and O&M phases. Copy of policies shall be given to SECI.
- iv. Any rectification work carried out by SECI doesn't exempts/relieves Contractor from its responsibility towards subsequent operation, maintenance, repair & replacement of such component/ infrastructure of the Plant or meeting the performance parameters of the Plant.
- v. O&M Routine & Manpower: Contractor shall provide Preventive/ Routine Maintenance schedule based on Original Equipment Manufacturer and good engineering practices. The team deployed for the O&M must have the sufficient experience of executing the similar tasks.

However, Contractor shall engage additional manpower as and when need arise.

- 13.5 Contractor shall provide the list of all the spares required to maintain the facility for O&M period. Contractor agrees to supply such spare parts, as recommended or otherwise required for the effective and hassle-free operation and maintenance of the Facilities. However, the Contractor, with its previous experience, is to provide a list of spares including specifications, supplier details and indicative price, as recommended by it and OEM. The Contractor shall keep and maintain the inventory of such spares for the hassle-free operation during the complete O&M period without additional cost to SECI. Also, at the end of penultimate year of the O&M contract, Contractor shall supply a list of all recommended spares as per the operational requirement of the plant and with reference to the Mean Time Between Failures (MTBF), along with detailed specifications, supplier details and tentative cost for future purchase. The price of such spare parts shall include the breakup of taxes and duties as applicable towards purchase and supply of spare parts. SECI, at its discretion, will purchase the spare as required for future operation. However, the Contractor shall replenish the mandatory spares at its cost prior to the completion of the O&M period.

## 14 *Payment Terms*

- 14.1 Payment will be made to the account of the Contractor as per the payment terms mentioned in the Contract Agreement based on the certification of Engineer-in-Charge. The payments shall be made after the conditions listed for such payment have been met, and the Contractor has submitted an invoice to the Employer specifying the amount due.
- 14.2 All payment shall be made against invoices raised in line with the approved billing. The invoices must be raised in line with the approved billing break up under individual heads of Supply, Services and Civil works.
- 14.3 The payment for the Supply Portion of the Contract (Supply Contract) shall be made as per the following terms and conditions:

- i. Interest free initial advance (OPTIONAL) of 10% of the Contract Value (i.e., total sum of all the Supply Contract) shall be released to the contractor upon receipt of unconditional acceptance of CA, detailed Performa Invoice of Contractor and against submission of unconditional & irrevocable Advance Bank Guarantee (ABG) with a validity period up to date of final commissioning total amounting to 110% of total advance amount. The ABG needs to be submitted in addition to the Contract Performance Guarantee.
- ii. Seventy percent (70%) payments shall be paid on pro-rata basis against supply, receipt and acceptance of Materials at site on submission of documents, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Manufacturer's/ Contractor's Guarantee certificate of Quality, submission of the certificate by the Executing Agency's authorized representative that the item(s) have been received and MDCC (Material Dispatch Clearance Certificate) issued by SECI's authorized representative in original and Material Receipt Note (MRN)

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

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

- iii. Ten percent (10%) payments of the total value of Supply Contract shall be paid against successful erection, testing and commissioning of materials on pro rata basis on submission of documents, Supplier's detailed invoice & Test reports/certificates and Work Completion Certificate (WCC).
- iv. Final Ten percent (10%) payment of total value of Supply Contract shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and

demonstration of performance parameters including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after performance parameters demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.

14.4 The payment for the Service Portion of the Contract (Services Contract) shall be made as per the following terms and conditions. No initial advance payment shall be made against the Service Portion of the Contract.

- i. For Freight and Insurance Portion, the payment shall be made in line with Supply Portion of the Contract, as described in Clause 14.3.ii, without releasing any initial advance. The complete payment of the freight will be done along with the respective deliveries of the supply portion at site.
- ii. For Erection, Testing and Commissioning Portion, the payment shall be made in line with the following: -
  - a) Eighty Percent (80%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on pro-rata basis on completion of installation of equipment on certification by the Engineer-In-Charge/ Project Manager for the quantum of work completed after successful clearance of quality check points involved in the quantum of work billed.
  - b) Ten Percent (10%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned.
  - c) Final Ten percent (10%) payment of Services shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of performance parameters including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after performance parameters demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.
- iii. For Civil & Allied works portion, of the Contract, the payment shall be made in line with the following:
  - a) Eighty Percent (80%) of the total price of Civil Works shall be paid progressively on certification by the Project Manager/ Engineer In - Charge for the quantum of work completed/ Milestones achieved after successful clearance of quality check points involved in the quantum of work.
  - b) Ten Percent (10%) of the total price of Civil Works shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned.
  - c) Final Ten percent (10%) payment of Civil Works shall be paid against

submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of performance parameters including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after performance parameters demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.

14.5 For the Operation and Maintenance part of the Contract, the payment shall be made as detailed below: -

The payment for Operation and Maintenance (O&M) of the entire Project shall be released on a quarterly basis, at the end of each quarter, for a period of five (05) years from the commencement of the O&M period.

- i. Year 1: O&M-1
- ii. Year 2: O&M-2
- iii. Year 3: O&M-3
- iv. Year 4: O&M-4
- v. Year 5: O&M-5

In case of any default, Non-Performance or breach of contractual conditions of the O&M contract during the O&M period, the penalties/deductions, if applicable will be liable to be deducted from the Quarterly O&M payments first & then from the Contract Performance Guarantee.

14.6 The required ESI/PF Challans/any other mandatory compliance will also be provided by the Contractor during any of the Service (Services + O&M) related payments.

14.7 All the payment shall be released from Employer's Head Office upon submission of Original Documents like MDCC, Delivery Challan, Warranty Certificate, LR, WCC, MRN, commissioning certificate, Handing over certificate, Insurance, PF, ESI, etc. as required and mentioned against each Milestone payment, duly certified by the authorized representative of SECI.

14.8 SECI shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 45 (Forty Five) days from the date of certification by the Engineer-in-Charge/Project Manager. Any disputed claims/amounts will be mutually settled and paid accordingly.

14.9 In calculating the amount of each item due to the Contractor in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees.

14.10 The payment against any Lumpsum item shall be made only on completion of that item (excluding Milestones linked payment structure) as per the provision of the Contract after certification by Engineer-in-Charge/Project Manager.

14.11 Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

14.12 **Income Tax & Corporate Tax**

- i. Income Tax deduction shall be made from all payments made to the Supplier as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- ii. As per Indian Income Tax Act & Rules, Employer/SECI is required to deduct Income Tax at source from all the payments to be made to Nonresident/ Foreign Contractor. For this purpose, the Contractor shall be required to either furnish
  - (i) the certificate from Indian Tax Authority or
  - (ii) Ruling from “the Authority for Advance Ruling (AAR)” determining the applicable rate of Income tax in India before release of first payment.

The Contractor will be required to submit PAN details to the Project Manager before the submission of the first bill. If the Employer orders any spare at a later date, all applicable additional taxes & duties, if any, not included in the original price shall be to the account of Employer. Notwithstanding anything to contrary contained in the Agreement, Contractor’s right to payment under the CA is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of a valid particulars of tax invoice under GST returns in accordance with GST Act. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both SECI and Contractor, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns.

Notwithstanding anything in the agreement/ contract, penalty/ damages shall be recovered in case the Contractor makes a default in following the agreed procedure. Contractor shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor shall be liable to pay the amount which may be imposed on SECI due to such default. Contractor should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable. SECI will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.

- iii. Corporate Tax liability, if any, shall be to the Supplier’s account.
- iv. TDS under GST, as may be applicable, shall be deducted as per law of Government of India in vogue.
- v. As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/ services/ works/ consultancy services

exceeding INR 2 Lakhs per transaction. Accordingly, the Supplier should mention its PAN no. in its invoice/ bill for any transaction exceeding INR 2 Lakhs.

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

#### 14.13 **Goods & Service Tax**

- i. Contractor shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Contractor shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. SECI shall not be responsible for any delay in payment release to the contractor in case the GST compliance is not fulfilled from the contractor side in any manner.
- ii. Contractor shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that SECI is not able to take Input Tax Credit (ITC) benefit of the taxes due to any fault of the Contractor, SECI shall be constrained to deduct the amount from the payments to be made to the Contractor or recover the same in any other manner.
- iii. The responsibility of payment of GST lies with the Contractor only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:
  - (a) Name, Address & Registration No. of such Person/ Contractor
  - (b) Name & Address of the Person/ Contractor receiving Taxable Service
  - (c) Description, Classification & Value of Taxable Service provided
  - (d) GST Amount, if any.
  - (e) HSN code of the Goods/Services.

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

- iv. In case CBIT (Central Board of Indirect Taxes and Customs) brings to the notice of SECI that the contractor has not remitted the amount towards GST collected from SECI to the government exchequer, then, that contractor may be debarred from bidding in future tenders of SECI for given period as per the sole discretion of SECI.
- v. In case of statutory variation in GST during entire period of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the date of revision. Claim for payment of GST/ Statutory variation in GST, should be raised within two (02) months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. Any increase in the rate of Non-ITC based GST beyond the contractual completion period shall be to contractor's account whereas

- any decrease in the rate shall be passed on to SECI.
- vi. SECI will reimburse the GST to the Contractor at actuals against submission of ITC based invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.
  - vii. SECI will reimburse the GST to the Contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If accepted and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
  - viii. Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable SECI to avail Input Tax Credit (ITC) (If applicable).
  - ix. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractor or its employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
  - x. The Employer/SECI shall bear and pay/reimburse to the Contractor Goods and Services Tax (GST) applicable on:
    - a. Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country to be incorporated in the Facilities, by the law of country where the site is located,
    - b. local transportation & insurance, other local costs incidental to delivery of plant & equipment including mandatory and
    - c. Installation Services including Erection, Civil & Allied Works and other services.

However, all other taxes, duties & levies as may be applicable on goods and services specified in under the contract and on the materials used for civil construction works and erection & commissioning shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer. Notwithstanding anything to contrary contained in the Contract, the Contractor's right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.

The Contractor shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor shall be liable to pay any penalty/demand raised on SECI due to default by Contractor, and the same shall be recovered/Contractor shall make good the loss. The Contractor shall

be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law. The SECI will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.

- xi. If any tax exemptions, reductions, allowances or privileges are available to the Contractor in the country where the Site is located, the Employer shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
- xii. The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and GST/all Taxes. now in force or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions, PF, ESI etc. or annuities now in force or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance of all Sub-Contractors, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority.

Contractor further agrees to defend, indemnify and hold Employer/SECI harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Employer/SECI arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

- xiii. Bidder should quote all-inclusive prices including the liability of GST (in line with the given SOR Format) whether on the works contract as a whole or in respect of bought out components used by the Contractor in execution of the Contract. The Employer/SECI shall not be responsible for any such liability of the Contractor in respect of this Contract.
- xiv. Goods & Service Tax (GST) (applicable for both Centre and state) and other levies (if any) payable by the Contractor under the Contract, or for any other cause, shall be included in the rates/ prices and the total bid-price submitted by the Bidder. Applicable rate of GST shall be indicated in agreed SOR formats.

## **15** *Guarantee/ Warranty*

Contractor shall ensure following Guarantees/ Warrantees for the successful execution of the Contract. Subsequently, necessary Guarantee/ Warranty Certificate shall be furnished by the Contractor prior to Operational Acceptance of the Facility.

Guarantee/ Warranty as specified and defined under Scope of work and Technical specifications shall prevail and supersede any general provisions stated in this clause in

case of any conflict. Contractor should guarantee the Plant facility for any defect in workmanship for a period of 05 (Five) years from the date of Operational Acceptance.

- i. The Contractor must ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- ii. The Contractor shall transfer the warranty/ guarantees of the equipment as such from the OEM/ supplier in the name of the Employer/SECI. The period of the warranty/ guarantee for each equipment shall be as per the “Technical Specifications”.
- iii. During the period of Warranty/ Guarantee the Contractor shall remain liable to replace any defective parts, that becomes defective in the plant, of its own manufacture or that of its sub-Contractors, under the conditions provided for by the Contract under and arising solely from faulty design, materials or workmanship & faulty operation/repair, provided such defective parts are not repairable at Site. After replacement, the Contractor is allowed to take back the defective parts to its works at its expenses.
- iv. For the major Material/ Products/ Spares of the Works & Projects including but not limited to Inverters, Transformers, Batteries (If applicable) etc., the Contractor shall invariably engage OEMs/Sub-Contractors who are specialists in the field and OEM’s/ OPM’s/ firms of repute and such an OEM/ OPM/ Sub-Contractor shall furnish guarantees/warranties for their workmanship to the Employer directly in the name of SECI only without any deviation. The Contractor shall give the guarantee/warranty to the Employer directly for other minor Material/Products/Spares also.
- v. In case of the contract termination/cancellation and wherein the title of Guarantee/ Warrantee for the major Material/ Products/ Spares of the works & Projects including but not limited to Inverters, Transformers, Batteries (if applicable) is in the name of the Contractor, then all such Guarantee/Warrantees for all such major products/material/spares will have to be mandatorily transferred in the name of SECI as soon as the contract is terminated/cancelled & no plea/deviation from the Contractor side will be entertained in this regard.
- vi. For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc., the Contractor shall invariably engage Sub-Contractors who are specialists in the field and firms of repute and such a Sub-Contractor shall furnish guarantees for their workmanship to the Employer/SECI, through the Contractor. In case such a Sub-Contractor is not prepared to furnish a guarantee to the Employer, the Contractor shall give that guarantee directly to the Employer.
- vii. At the end of warranty/ guarantee period, the Contractor’s liability shall cease subjected to fulfillment of its liability under Clause 12. In respect of any goods, equipment, or components not specifically covered under warranty or guarantee provisions in the Technical Specifications, the Employer shall be entitled to the full

benefit of any warranties, guarantees, or performance assurances provided to the Contractor by the original manufacturer or supplier of such goods.

- viii. During the Comprehensive Operation & Maintenance period, the Contractor shall be responsible for any defects in the work due to faulty workmanship or due to use of sub-standard materials in the work. Any defects in the work during the guarantee period shall therefore, be rectified by the Contractor without any extra cost to the Employer/SECI, within a reasonable time as may be considered from the date of receipt of such intimation from the Employer/SECI, failing which SECI reserves the right to take up rectification work at the risk and cost of the Contractor.

### **SECTION 3. STANDARD CONDITIONS OF CONTRACT**

#### **16 *Obtaining RfP documents***

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

#### **17 *Cost of RfP document & Bid Processing Fees***

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

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

**Bids submitted without cost of the RfP document (if applicable) and/or Bid Processing Fee (if applicable) and/or Bank Guarantee/Payment on Order Instrument/ Surety Bond against EMD (if applicable) (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.**

MSEs (Micro and Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of RfP document, Bid Processing Fee & Earnest Money Deposit (EMD). For a JV/Consortium to be eligible for exemption from submission of Cost of RfP document, Bid Processing Fee & Earnest Money Deposit, all the members of the JV/Consortium shall be registered as MSE.

**Note:** In all cases, a Bidder (including all the members in case of a JV/Consortium) shall be allowed to avail the above exemptions provided to MSEs only in case the Bidder (including all the members in case of a JV/Consortium) meets the financial eligibility criteria as per Clause 89 on its own financial credentials or the financial credentials of the Affiliates who are an MSE. In case the Bidder (including any member in case of a JV/Consortium) proposes to meet the financial eligibility criteria as per Clause 89 based on the credentials of its Affiliates and any of the Affiliates is not an MSE, the Bidder/Bidding JV/Consortium will not be eligible for exemption from submission of Cost of RfP document, Bid Processing Fee & EMD. As a result, in case a Bidder/Bidding JV/Consortium does not submit requisite Cost of RfP document, Bid Processing

Fees, and EMD by availing exemption under this Clause, and proposes to meet the financial eligibility criteria based on the credentials of its Affiliates with any of the Affiliates not being an MSE and, the bid submitted by such Bidder/ Bidding JV/Consortium shall be considered as non-responsive under Clause 75.2.(a) and Clause 75.2.(h) of the RfP, and the bid will be summarily rejected.

## **18 Earnest Money Deposit (EMD)**

18.1 Earnest Money Deposit (EMD) for an amount of **INR 86,600/- per MW** (Indian Rupees Eighty-Six Thousand and Six Hundred Only per MW) in the form of Bank Guarantee according to Format 7.3A and valid for 9 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfP.

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

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

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

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

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

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

18.6 **Forfeiture of EMD:**

The BG towards 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 the Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice;
- c. If the Bidder violates any other condition, mentioned elsewhere in the RfP document/CA including deviations or conditional bid
- d. If after the issuance of Notification of Award (NoA),
  - i. The Successful Bidder fails to either accept the NoA or sign the Contract Agreement (CA) with SECI.
  - ii. The Successful Bidder fails to accept 'arithmetical corrections' as per provision of the Clause 94.7 (Correction of Errors) of the RfP document.
  - iii. It is found that the documents furnished by the Successful Bidder as part of response to RfP are misleading or misrepresented in any way;
  - iv. The Successful Bidder fails to furnish required Contract Performance Security in accordance with Clause 19 of the RfP document.

#### **18.7 Payment on Order Instrument (POI):**

As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following two organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfP. This instrument would have to be furnished as per Format 7.3 B of the RfP, within the timelines as per Clause 18.1 above, for the amount and validity period as per those Clause 18.1 above.

#### **18.8 Insurance Surety Bond (Surety Bond):**

As another alternative to submission of EMD as above, the bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfP. This instrument would be furnished as per Format 7.3C of the RfP, within the timelines as per Clause 18.1 above, for the amount and validity period as per Clause 18.1 above.

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

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

Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards EMD of the successful Bidder shall be released subsequent to submission of Contract Performance Guarantee (CPG) by the Successful Bidder to SECI.

## **19 Contract Performance Guarantee (CPG)**

- 19.1 The Successful Bidder shall submit a Contract Performance Guarantee (CPG) for a value @ **5% of the Contract Value/Price of CA** within 20 days of issuance of Notification of Award (NoA) or prior to signing of Contract Agreement, whichever is earlier. It may be noted that Successful Bidder/Contractor shall submit the CPG in form of Bank Guarantee according to the Format 7.3D with a validity period up to (& including) the date as on **78 Months (14 Months Project commissioning period) + prescribed O&M Period, i.e., 60 Months + 04 Months additional) from the date of issuance of NoA**. On receipt and after successful verification of the total Contract Performance Guarantee in the acceptable form, the BG/PoI/Surety Bond submitted towards EMD shall be returned by SECI to the Successful Bidder. It may be noted that Contract Agreement will be signed only upon successful verification of the CPG submitted by the Contractor. Electronic Bank Guarantee (e-BG) is also acceptable against CPG under this RfP.
- 19.2 The Contract Performance Guarantee (CPG) shall cover the entire scope of the Contract Agreement (CA), including any additional supplies or services or works provided by the Contractor. If the additional supplies or services or works result in a price increase of up to (and including) 0.5% of the original CA value, and the CPG submitted at the time of award already accounts for this increase, no additional CPG shall be required. However, if the increase in the CA price exceeds 0.5%, the Contractor shall be required to furnish an additional CPG for an amount proportionate to the increase in the original Contract Value, and calculated in per the percentage indicated in Clause 19.1 above
- 19.3 In case of the Successful Bidder being a single Company, the Bank Guarantee/POI/Insurance Surety Bond towards CPG shall be issued in the name of the Bidding Company. In case of a JV/Consortium, the CPG shall be issued in the name of the Lead Member of the JV/Consortium, in case the JV/Consortium does not incorporate a Special Purpose Vehicle (SPV) i.e. a Company registered under the Companies Act after issuance of NoA. In case the JV/Consortium forms an SPV, the CPG shall be issued in the name of the SPV.
- 19.4 The CPG will be issued in the name of the Employer as “Solar Energy Corporation of India Limited, New Delhi”.
- 19.5 The Contractor shall furnish the Bank Guarantee 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.
- 19.6 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 D (CPG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/CPG and consequently, the bid.
- 19.7 SECI has agreed to accept the CPG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that

the CPG shall be encashable for being appropriated by SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.

19.8 SECI at its sole discretion may encash the CPG in the following scenarios:

- a. In case of any default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement constituting sufficient grounds for forfeiture of the CPG. In such cases, the liability on account of GST will be borne by the Contractor.
- b. In case the Contractor is unable to submit Drawing & Test Certificates within the reasonable time.
- c. In case the Contractor doesn't replace/rectify the defective plant and material within a time period of 3 months from the last supply of plant and material.
- d. In case if the percentage of defective plant and material crosses 10% of the total supplied plant and material, irrespective of the replacements / rectification done for the defective plant and material.
- e. All compensation or other sums of money payable by the Contractor to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of its CPG or from any sums which may be due or may become due to the Contractor by the Employer of any account whatsoever, and in the event of its CPG being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall, within 10 (Ten) days thereafter, make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by encashment of its CPG, or any part thereof. No interest shall be payable by the Employer for the sum deposited as Contract Performance Guarantee.

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

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

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

19.12 Any delay by the Contractor to submit the CPG, beyond a period of twenty (20) days, shall attract delay charges at the rate of 1.25% per month, computed on a pro-rata basis, on the total CPG amount. However, such delay shall not lead to an extension of the overall project completion period, which shall remain unchanged. Submission of partial CPG shall not be accepted under any circumstances.

19.13 The Contract Performance Guarantee shall be released to the Contractor, without any

interest, not later than seventy-five (75) days following the successful completion of the entire Operations and Maintenance (O&M) period of five (5) years, subject to satisfactory performance and acceptance of all deliverables pertaining to the O&M period by SECI.

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

As an alternative to submission of CPG as above, the Successful Bidder/ Contractor also has an option to submit a letter of undertaking issued by either of the following two organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the CPG would be liable to be encashed by SECI within the provisions of RfP/ Contract Agreement. This instrument would have to be furnished as per Format 7.3 E of the RfP, within the timelines as per Clause 19.1 above, for the amount and validity period as per those Clause 19.1 above. In case the Contractor chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 19.1 above, will be applicable in this case too.

**19.15 Insurance Surety Bond (Surety Bond):**

As another alternative to submission of CPG as above, the Successful Bidder/ Contractor also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the CPG would be liable to be encashed by SECI within the provisions of RfP/ Contract Agreement. This instrument would be furnished as per Format 7.3F of the RfP, within the timelines as per Clause 19.1 above, for the amount and validity period as per Clause 19.1 above. In case the Contractor chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 19.1 above, will be applicable in this case too.

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

**20 *Integrity Pact (IP)***

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

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

The above-mentioned IEMs are authorized to examine/consider all references made to it

under this RfP/Contract. The Contractor, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designated Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

**Solar Energy Corporation of India Limited**

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

East Kidwai Nagar, New Delhi-110023, India

Kind Attn.: Executive Director (C& P)

Telephone No.: - 0091-(0)11-24666200

E-mail: - [contracts@seci.co.in](mailto:contracts@seci.co.in)

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

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

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

**21 Public Procurement Policy for Micro and Small Enterprises (MSEs)**

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

cent of total tendered value. The 25(twenty-five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

- 21.6 Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cents reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. MSEs would be treated as owned by SC/ ST entrepreneurs:
- a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
  - b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
  - c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
- 21.7 If subcontract is given to MSEs, it will be considered as procurement from MSEs.
- 21.8 In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
- 21.9 To develop MSE vendors so as to achieve their targets for MSEs Procurement, the Procuring entity shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal.
- 21.10 The procurement of Goods and Services from Micro & Small Enterprises shall be as per the Government policy as amended from time to time. The intent should be to have enabling provisions for maximum participation. The letter is attached as Annexure V with this Procurement Policy.
- 21.11 As an initiative of Government of India & RBI towards Make in India, Skill India & Financial Inclusion, to provide a platform for bill discounting for MSME vendors, SECI has entered into an association / agreement with following 3 (three) financial institutions:
- i. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
  - ii. A TREDs, a joint-venture between Axis Bank and Mjunction Services;
  - iii. Mynd Solution which runs M1 Exchange
- 21.12 MSE vendors can register on a digital platform which connects MSME Service Providers and their Buyers to multiple financiers. It enables MSME Service Providers, under an efficient & transparent bidding mechanism, to sell their invoices to financiers, thus

unlocking working capital / generating liquidity quickly, without impacting their relationship with Buyers.

## 22 *Consideration of Abnormally Low Bids*

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

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

## 23 *Force Majeure*

- 23.1 A ‘Force Majeure’ means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:
- i. Act of God, including, but not limited to lightning, fire not caused by Contractor’s negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon, tornado, pandemic and quarantine. {if and only if it is declared / notified by the competent state / central authority / agency (as applicable)},
  - ii. Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action {if and only if it is declared / notified by the competent state / central authority / agency (as applicable)}; or
  - iii. Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or

has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party.

## 23.2 Force Majeure Exclusions

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

- i. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, or consumables for the Project.
- ii. Delay in the performance of any Contractor, sub- Contractor, or their agents.
- iii. Non-performance resulting from normal wear and tear typically experienced in project materials and equipment.
- iv. Strikes at the facilities of the Contractor / Affected Party including any transport strikes not directly affecting the delivery of goods from manufacturer/ Contractor to Project site.
- v. Insufficiency of finances or funds or the agreement becoming onerous to perform including any commercial hardships faced; and
- vi. Non-performance caused by, or connected with, the Affected Party's:
  - a) Negligent or intentional acts, errors, or omissions.
  - b) Failure to comply with an Indian Law; or
  - c) Breach of, or default under this Contract Agreement.
  - d) Normal rainy seasons and monsoon.

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

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

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

23.6 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of

the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure lasts.

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

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

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

## **24 *Event of Default***

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

- i. The failure to execute the Work within the timeline as specified in clause 10 of the RfP or extension thereof or fails to perform any of its obligation under the Contract or in any manner commits a breach of any of its obligation under the Contract.
- ii. The Contractor becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or compounds with its creditors, assigns the Contract in favor of its creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation.
- iii. Any winding up or bankruptcy or insolvency order is passed against the Contractor.
- iv. Occurrence of any other event which is specified in this RfP to be a material breach/default of the Contractor
- v. if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption in bidding for or in executing the Contract.
- vi. Concealment of material information or making a wrong statement or misrepresentation of facts, etc. as per Clauses 74.3 and 74.4 of the RfP.

24.2 Upon the occurrence and/or continuation of any of the events as per clause 24.1 above, Employer shall have the right to deliver to the Contractor, a notice stating its intention to terminate this Contract and from the date appointed by the Employer on that behalf, whereupon the Contractor shall stop forthwith any of the work then in progress, except such work as the Employer may, in writing, require to be done to safeguard any property or supply, or installations from damage.

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

24.4 In such events of defaults as per Clause 24.1 above, the whole or part of the Contract CPG furnished by the Contractor is liable to be forfeited without prejudice to the right of the Employer to recover from the Supplier the excess cost referred to in the Clause aforesaid.

## **25 Termination of Contract**

### **25.1 Termination for Employer's Convenience:**

- I. The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination. Upon receipt of the notice of termination, the Contractor shall either immediately or upon the date specified in the notice of termination:
  - i. cease all further works, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the works already executed, or any work required to leave the Project site in a clean and safe condition.
  - ii. Remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Sub-Contractors' personnel from the Site, remove any wreckage, rubbish and debris of any kind from the Project site, and leave the whole of the Project site in a clean and safe condition, and
  - iii. Terminate all subcontracts, except those to be assigned to the Employer pursuant to clause 25.1.I.iv.c below
  - iv. Subject to the payment specified in clause 25.1.II:
    - a. Deliver to the Employer the parts of the supplies executed by the Contractor up to the date of termination.
    - b. To the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the works and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Sub-Contractor; and
    - c. Deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Sub-Contractor as at the date of termination in connection with the works.
- II. In the event of termination of the Contract, the Employer shall pay to the Contractor the following amounts:
  - i. The Contract Price, properly attributable to the work executed by the Contractor till the date of termination.
  - ii. The costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Project site and in the repatriation of the Contractor's and its Sub-Contractors' personnel
  - iii. Any amounts to be paid by the Contractor to its Sub-Contractors in connection with the termination of any subcontracts, including any cancellation charges

- iv. Costs incurred by the Contractor in protecting the works and leaving the Project site in a clean and safe condition.

## 25.2 Termination for Contractor's Default:

- i. If the Contractor,
  - a. has abandoned or repudiated the Contract.
  - b. has without valid reason failed to commence supply/work promptly or has suspended the progress of Contract Performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed.
  - c. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.
  - d. refuses or is unable to provide sufficient materials, services or labor to execute and complete the Contract in the manner specified in the Schedule at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Contract by the Time for Completion (or as extended).

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

- ii. Upon receipt of the notice of termination, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,
  - a. cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the Site in a clean and safe condition.
  - b. terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below
  - c. deliver to the Employer the parts of the works executed by the Contractor up to the date of termination
  - d. to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the supplies and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Sub Contractors
  - e. deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Sub- Contractors as of the date of termination in connection with the works.
- iii. Subject to clause 25.2.iv, the Contractor shall be entitled to be paid the Contract Price attributable to the works executed as of the date of termination, the value of any unused or partially used Plant on the Site, and the costs, if any, incurred in protecting the works and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of Clause 25.2.ii. Any sums due the Employer from the Contractor accruing prior to the date of

termination shall be deducted from the amount to be paid to the Contractor under this Contract.

- iv. If the Employer completes the works, the cost of completing the work by the Employer shall be determined. If the sum that the Contractor is entitled to be paid, pursuant to Clause 25.2.iii, plus the reasonable costs incurred by the Employer in completing the works, exceeds the Contract Price, the Contractor shall be liable for such excess. If such excess is greater than the sums due the Contractor under Clause 25.2.iii, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under Clause 25.2.iii, the Employer shall pay the balance to the Contractor. The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

## **26 Consequences of Termination**

### **26.1 Payment upon Termination:**

If the Contract is terminated in accordance with the provisions of the RfP/Contract, the Contractor shall be entitled to receive payment from SECI for the following, to the extent such amounts have not already been paid for Work executed prior to the date of termination and are within the Contract value:

- a) Payment for all Work or services actually executed or performed up to the effective date of termination, including any preliminary items, to the extent completed, and for partially completed preliminary items, a proportionate payment as certified by the Engineer-in-Charge.
- b) Reimbursement of documented and verifiable expenses incurred by the Contractor in performance of the Works under the Contract, subject to:
- Recommendation by the Engineer-in-Charge/Project Manager, and
  - Approval by the SECI,
  - And submission of supporting documentary evidence.

### **26.2 Transfer of Works and Materials:**

Upon termination of the Contract, the Contractor shall be required to transfer and hand over to SECI, as per instructions issued, all of the following:

- a) All completed Works and Deliverables up to the date of termination.
- b) All partially completed Works, including:
- Drawings, technical documentation, specifications,
  - Design information and data,
  - Contractual rights acquired or created for the performance of the Contract.
- c) Title and warranties/guarantees\*\* for all procured materials, equipment, and components including but not limited to Inverters, Transformers, Batteries (if

applicable), Spares and other materials intended for incorporation into the Works.

The Contractor shall execute all necessary documents to vest title and rights in such items to SECI free from encumbrances.

## **27 Change in Laws and Regulations**

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

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

But does not include

- (i) Any change in taxes on corporate income or
- (ii) Any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor, or
- (iii) Any change on account of regulatory measures by the Appropriate Commission.

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

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

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

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

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

## **28** *Indemnity*

- 28.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury or death caused by the alleged omission or negligence on the part of the Contractor, its agents, representatives or its Sub-Contractor's, or in connection with any claim based on lawful demands of Sub- Contractor's workmen suppliers or employees, the Contractor, shall in such cases indemnify and keep the Employer and/ or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.
- 28.2 The Contractor shall, at its own expense, defend and indemnify the Employer against all third-party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof. The Contractor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Contractor shall be fully responsible for the same, including all expenses and court and legal fees. The Employer will give notice to the Contractor of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.
- 28.3 The Contractor shall supply the Goods perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub- Contractor or third parties.

## **29** *Code of Integrity for Public Procurement (CIPP)*

- 29.1 Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the Procuring Entity and the Bidders/ Contractors must abide by the following Code of Integrity for Public Procurement (CIPP). The Bidders/ Contractors should be asked to sign a declaration about abiding by a Code of Integrity/ Integrity Pact for Public Procurement in registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered Contractor/suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
- 29.2 Procuring Entity as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i. “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii. “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv. “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v. “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to RfP or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi. “Obstructive practice”: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

### **30 *Damage to Property or to any Person or any Third Party***

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

30.2 The Contractor shall take sufficient care in moving its plants, equipment and materials

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

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

### **31 *Non-Waiver of Contractual Rights***

31.1 Following shall not be construed as a waiver of any provision of the Contract, or of any power, right, or remedy reserved to SECI under the Contract, including the right to claim damages:

- Any inspection carried out by SECI or their officials, employees, or authorized representatives,
- Any order issued by SECI for payment,
- Any payment made or acceptance (in whole or in part) of the Works,
- Any extension of time granted,
- Any possession of the Site or part thereof taken by SECI,

31.2 Furthermore, any waiver of any breach of the Contract shall not be deemed to be a waiver of any subsequent or continuing breach, unless expressly stated in writing by SECI.

### **32 *Effect of Interim Payments and Certificates***

32.1 No Interim Payment Certificate issued by SECI, nor any payment made on account by SECI, nor any extension of time granted for the execution of the Works, shall:

- Affect or prejudice the rights of SECI against the Contractor,
- Relieve the Contractor of any of its obligations under the Contract,
- Be construed as approval or acceptance of the Works executed or equipment supplied, unless expressly certified as such by SECI in writing.

32.2 Furthermore, no such certificate or payment shall create any liability on the part of SECI to pay for:

- Alterations, amendments, variations, or additional works not formally ordered in writing by SECI, or
- Discharge or limit the Contractor's liability for payment of damages, whether or

not such damages are due, ascertained, certified, or claimed, or

- Any other sum which the Contractor is bound to indemnify or pay to SECI under the terms of the Contract.

### **33** *Access by Road*

It shall be the responsibility of the Contractor, if necessary, to build other temporary access roads to the actual Construction site for its own work at its own cost. The Contractor shall be required to permit the use of the roads so constructed for vehicles of any other parties who may be engaged on the project site. The Contractor shall also facilitate the construction of any permanent roads should the construction thereof starts while it is engaged on this work. It shall make allowance in its RfP for any inconvenience it anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the Contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation against SECI.

### **34** *Water Supply for Construction Work*

The Contractor shall be solely responsible for arranging the supply of water required for construction works and for labour camps. The water used must meet the quality standards suitable for civil construction purposes. All installations for pumping, pipe networks, and distribution systems shall be undertaken by the Contractor at its own risk and cost.

Alternatively, at its discretion, SECI may permit the Contractor to draw water from SECI's designated source of supply for construction as well as O&M work, subject to the following conditions:

- The Contractor shall install a water meter at its own cost, which shall remain in the custody of SECI.
- The Contractor shall be responsible for laying the necessary pipe network from the SECI source to the point of use, ensuring that it does not interfere with the layout or progress of any other ongoing construction works.

In such cases, the Contractor shall pay SECI for the water supplied, based on consumption recorded through the water meter. Separate accounting for the water usage shall be maintained, and billing shall be carried out on a monthly basis.

**Note:** SECI does not guarantee the continuous or adequate supply of water. The Contractor shall remain fully responsible for making alternative arrangements as required, and this provision shall not absolve the Contractor of its obligations to complete the works in accordance with the stipulated timelines.

### **35** *Power Supply for Construction Work*

- 35.1 The Contractor shall make necessary arrangements for power supply required for construction works. However, subject to availability, Employer/SECI may permit access to a single nearest point of power supply within the project premises. From this designated point, the Contractor shall make its own arrangements for temporary power distribution, including installation of a temporary energy meter (to be sealed by SECI).

All related works shall comply with applicable statutory regulations, and intimation must be given to the Engineer-in-Charge/Project Manager prior to execution.

The temporary power lines shall be dismantled upon completion of the work, or rerouted/removed at the Contractor's cost if they obstruct other construction activities.

The Contractor shall provide, at its own cost, suitable electric meters, fuses, switches, and associated equipment for metering and billing purposes, which shall remain under the custody and control of SECI. The cost of electricity consumed shall be payable by the Contractor to SECI.

SECI does not guarantee continuous or uninterrupted electricity supply, and shall not be held liable for any failure, deficiency, or interruption in power supply. No compensation claims will be entertained in this regard.

- 35.2 The Contractor shall be solely responsible for the supply, installation, maintenance, and safety of the complete electrical setup on the load side of the supply point. All cabling, equipment, and installations shall strictly adhere to the latest applicable Central/State Electricity Acts, Rules, and safety regulations.

All electrical work must be carried out, modified, and maintained only by licensed electricians or electrical supervisors.

- 35.3 At all times, the Contractor must comply with Indian Electricity Authority (IEA) regulations. In case of non-compliance, SECI reserves the right to disconnect the power supply without any prior notice. No claims shall be entertained for such disconnection. Reconnection shall be permitted only upon submission of a valid compliance certificate issued by an authorised electrical supervisor.

- 35.4 SECI shall not liable for any loss or damage to the Contractor's equipment resulting from voltage fluctuations, frequency variations, power interruptions, or any other electrical issues. The Contractor shall make suitable provisions to safeguard their equipment against such events.

- 35.5 The Contractor shall provide and install all required lighting and power meters in accordance with the prevailing Central/State/UT Electricity Rules and Regulations.

- 35.6 In the event of any damage to SECI's equipment, whether intentional or unintentional, caused by the Contractor or due to faults arising from the Contractor's electrical installations, SECI reserves the right to recover the cost of such damage from the Contractor's bills or pending payments.

### **36 *Land for Contractor's Field Office, Godown and Workshop***

- 36.1 SECI, at its sole discretion and convenience, may make available, for the duration of the execution of the Contract, suitable land near the project site for the construction of the Contractor's temporary facilities such as field office, godowns, workshops, and assembly yards, required for performance of the Contract/ execution of the Project.

- 36.2 The Contractor shall, at its own cost, construct all such temporary buildings and make necessary arrangements for water supply, sanitation, and other allied requirements. These

facilities shall conform to the site-specific conditions and applicable safety and hygiene norms.

- 36.3 Upon completion of the work, the Contractor shall dismantle and remove all temporary structures erected and clean the site as per the instructions of the Engineer-in-Charge/Project Manager. In case of failure to comply with this requirement, SECI reserves the right to carry out the clearance at the cost and risk of the Contractor, and the expenses incurred shall be recovered from the Contractor. The Contractor shall have no claim whatsoever on any surplus or discarded materials disposed of in such process.
- 36.4 SECI reserves the right to revoke the allotment of land at any time during the tenure of the Contract by giving seven (07) days' notice, citing reasons including, but not limited to, security concerns, national interest, or other administrative necessities. The Contractor shall vacate the premises accordingly without demur.
- 36.5 The Contractor shall erect temporary structures (e.g., offices, fabrication shops, construction stores, etc.) only within the area specifically allocated by SECI or its authorized representative. No unauthorized structures, stalls, buildings, or constructions of any kind shall be erected by the Contractor elsewhere on the project site.
- 36.6 For uninterrupted fabrication or assembly work, the Contractor may erect temporary covered structures within the allocated area at its own cost, subject to prior approval from SECI or its authorized representative.
- 36.7 Setting up of canteens, tea stalls, or similar establishments within the allotted land or project complex is strictly prohibited without the prior written approval of SECI.
- 36.8 No personnel, other than authorized watchmen or security staff, shall be permitted to stay within the plant area or Contractor's allotted premises after working hours. Any exception shall require prior written intimation and approval from the Engineer-in-Charge/Project Manager.

**Note:** SECI shall not provide any land for the purpose of residential accommodation for the Contractor's staff or labour. The Contractor shall make their own arrangements at their own cost for housing and related facilities for their personnel outside the project site. However, subject to availability, SECI may provide land for temporary construction, labour quarters, or guest house facilities on a chargeable basis, in accordance with the company's rules. However, SECI does not guarantee the provision of such land or accommodation.

### **37 Contractor's Responsibilities**

- 37.1 The Contractor is deemed to have acquainted himself with all applicable laws, taxes, duties, levies, and charges, and any neglect, omission, or failure in obtaining such knowledge shall not relieve Contractor from performance of the Contract or from any liabilities arising therefrom.
- 37.2 Any change in layout or design, arising out of actual site conditions or technological requirements during execution, shall be binding on the Contractor. No additional claims shall be entertained by SECI on this account.

- 37.3 The Contractor shall grade/level the land identified for development of the mentioned BESS Plant along with the design, procure, manufacture (including associated purchases and/or subcontracting), install, commission and complete the Facilities, carry out the Guarantee tests with due care and diligence in accordance with the Contract along with interconnecting transmission system including Right of Way for Transmission Line and the comprehensive O&M of the complete facilities for the period as defined under the RfP document. It is Contractor's responsibility to coordinate with state/ central agencies in order to get any permission whatsoever, required for successful development & operation of Plant till its desired life.
- 37.4 The Contractor shall acquire, on behalf of SECI, in SECI's name, all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Country/State where the Site is located that are necessary for the setting up of the Plant & operation of Plant till its desired life as mentioned under the Contract, including, but not limited to, entry permits for all imported SECI's Equipment (if any). In this regard, any document required from SECI shall be intimated at least 10 days prior to submission. Contractor has to ensure safe keeping of the documents and diligent use. It is the responsibility of the Contractor to safe keep and return all the original approvals, permits, licenses, certificates and other relevant document generated as a result of the setting up of project and comprehensive O&M process to the Employer/SECI.
- 37.5 Cutting of trees, bushes and vegetation from site (including permission from local authorities) and disposal thereof. The site should be maintained in vegetation free condition during erection stage (at any point of time) i.e., up to start of O&M Contract.
- 37.6 In the matter of connectivity of Plant to DISCOM's substation, SECI will take the necessary connectivity permission, however, all the other permissions and clearances as deemed required by the State Agency/DISCOM for Bay allocation, technical/regulatory compliance for interconnection, ROW etc. are to be taken by the Contractor. All the required fees including statutory fees, Supervision charges etc. shall be paid/ born by the contractor.
- 37.7 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the Performance of the Contract, including, but not limited to, the right of way for the access to site and for erection of transmission lines as applicable, visas for the Contractor's and Sub-Contractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer/SECI and that are necessary for the Performance of the Contract.
- 37.8 Contractor shall also seek for any exemption applicable for the project as per the orders released from Government of India (GOI) time to time in appropriate Formats including all the required attachments. In this regard, Contractor shall be responsible to take all necessary certificates as a proof of exemptions on behalf of SECI. However, all the documents required from SECI, as needed for the process, will be provided by

Employer/SECI. The demand of such documents shall be made to SECI in at least 10 days advance.

- 37.9 The Contractor shall comply with all laws in force at the place, where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal labour or other laws that affect the Performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold harmless SECI from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.
- 37.10 Any plant, material, spares & spares inventory and services that will be incorporated in or be required for the facilities shall be responsibility of the Contractor.
- 37.11 Contractor shall be solely responsible for making available for executing the Work, all requisite Construction Equipment, Special Aids, Barges, Cranes etc., along with all Tools, Tackles, Testing Equipment and Appliances, including imports & insurance of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools & Tackles and the duty drawback applicable thereon shall be ascertained by the Contractor from the concerned authorities of Government of India. It shall be clearly understood that Employer/SECI shall not in any way be responsible for arranging to obtain Custom Clearance and/ or payment of any duties and/ or duty draw backs, license etc. for such equipment's so imported by the Contractor and the Contractor shall be fully responsible for Goods and Service Tax (GST) and documentation with regard to the same. Contractor in its own interest may contact, for any clarifications in the matter, concerned agencies/ Dept./ Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the Contractor.
- 37.12 Unless otherwise specified in the Contract or agreed upon by SECI and the Contractor, the Contractor shall provide/ deploy sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, spares, tools and tackles and other materials and facilities; and shall perform all work and services of whatsoever nature, to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of "Scope of Works and Supply by SECI" to the Contract Agreement at or before the time specified in the program furnished by the Contractor and in the manner thereupon specified or as otherwise agreed upon by SECI and the Contractor.
- 37.13 From the date of commencement of the Work until the completion of the Defect Liability Period and/or Operation & Maintenance (O&M) Period (if applicable), the Contractor shall bear full and sole responsibility for the care, protection, and safety of all Works, including all temporary works, equipment, materials, and installations executed or to be executed under the Contract.
- 37.14 In the event of any loss, damage, or injury to the Works or any part thereof, or to any temporary works, from any cause whatsoever, the Contractor shall, at its own cost and without entitlement to any extension of time or additional compensation, promptly repair,

restore, and make good such damage, loss, or injury, so that upon completion, the Works shall conform in all respects to the provisions of the Contract and to the instructions of the Engineer-in-Charge/Project Manager.

37.15 In addition, the Contractor shall be fully liable for any damage, destruction, loss, or injury caused by him or its agents, employees, Sub-Contractors, or equipment to the property of third parties, including but not limited to public infrastructure, private property, utilities, or natural surroundings, during the execution of the Work and throughout the O&M period (if applicable).

37.16 The Contractor shall indemnify and hold harmless the Employer/SECI from any claims, proceedings, or liabilities arising out of such damage or loss, and shall take adequate insurance coverage to address these liabilities as per the relevant provisions of this Contract.

### **38 Contractor's Office at Site & Vehicle Requirement for Mobility at Site**

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

Bidders are required to consider all such temporary office construction cost into its account, while bidding. These facilities shall be provided till the final handing over of the project to SECI. The contractor shall ensure that the area is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area.

38.2 Further, Contractor shall also provide & ensure availability of required Vehicle (Preferably SUV Segment Vehicles requiring Off Roding) with driver and fuel/ Maintenance/ Consumables etc. for mobility, in and around the site for official purposes for the Employer & its staff. The vehicle, as mentioned, is to be provided during project construction and O&M period and inspection by SECI as per requirement, failing which SECI shall have full right for alternate arrangement at the risk & cost of the contractor.

### **39 Contractor's Subordinate Staff and Their Conduct**

39.1 The Contractor, on or after award of the Work shall name and depute a qualified Engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide sufficient and qualified staff to superintend the execution of the Work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works contained in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge/Project Manager additional properly qualified supervisory staff is considered necessary, they shall be employed by the

Contractor without additional charge on accounts thereof. The Contractor shall ensure that Sub-Contractors, if any, shall provide competent and efficient supervision, over the work entrusted to them.

- 39.2 If and whenever any of the Contractor's or Sub-Contractor's agents, sub-agents, assistants, foremen, or other employees be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Works. Any person so removed from the Work shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works it shall do so and shall bear all costs in connection herewith.
- 39.3 The Contractor shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Employer/SECI of all consequent claims or actions for damages or injury or any other grounds whatsoever.
- 39.4 The Contractor shall be liable for any liability to Employer/SECI on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract. The Contractor shall be liable for all acts or omissions on the part of its staff, Foremen and Workmen and others in its employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.
- 39.5 If and when required by the Employer and Contractor's personnel entering upon the Employer's/SECI's premises shall be properly identified by badges or gate passes which must be worn at all times on Employer's/SECI's premises. Contractor may be required to obtain daily entry passes for its Staff/ Employees to work within operating areas. These being safety requirements, no relaxations on this account shall be given to Contractor.
- 39.6 Contractor shall at all times provide Employer/SECI access to site and office during construction/ O&M periods and also provide them with any data/ information sought for.

#### **40** *Sub-letting of Works*

- 40.1 Sub-contracting other than for labour contract/engagement of labour, shall be permitted with the information to the Employer/SECI. However, sub-contracting for 100% of the contract on back to back basis shall not be permitted. Any part of the Contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the Employer/SECI except as provided for in the

succeeding Clause.

**40.2 Sub-Contracts for Temporary Works:**

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

**40.3 List of Sub-Contractors:**

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

**40.4 Contractor's Liability not Limited to Sub-Contractors:**

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

**40.5 No Claim or Compensation Arising from Subcontracting:**

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

**40.6 Termination/ Cancellation of Contract:**

Employer/SECI is nowhere liable for the communication, acts and deeds and performance of the sub-Contractor as engaged by the principal Contractor. Principal Contractor solely is responsible and liable for the entire execution of project and performance of contract.

Subject to poor performance and prolonged delay of the project on account of inefficient sub-letting of the project work, SECI may take a final decision to terminate the contract of the principal Contractor which will be binding and non-revertible and henceforth no plea in this regard shall be entertained.

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

Employer/SECI.

- 40.8 Under no circumstances the sub-Contractor shall claim or shall put any binding to the Employer/SECI and at all times the sub-Contractor must be managed by the Contractor. SECI shall not be responsible for any claims at any time by the Contractor in relation to the sub-Contractor.
- 40.9 No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- 40.10 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 40.11 The Contractor shall be solely responsible for ensuring that its sub-Contractors fulfil and comply with the statutory requirements of Labour and other Laws.

#### **41 *General Conditions for Construction and Erection Work***

- 41.1 Overtime work is permitted in cases of need and the Employer/SECI will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the Contractor should take this aspect into consideration for formulating its rates. No extra claims will be entertained by SECI on this account.
- 41.2 The Contractor must arrange for the placement of workers in such a way that the delayed completion of the Work or any part thereof for any reason whatsoever will not affect their proper employment. The Employer/SECI will not entertain any claim for idle time payment whatsoever.
- 41.3 The Contractor shall submit to the Employer/SECI progress reports at regular intervals regarding the state and progress of Work. The details and format of the report will be mutually agreed after the award of Contract. The Contractor shall provide display boards showing progress and labour strengths at worksite. Updated project schedule in MS Projects shall also be furnished by Contractor as per agreed interval.

#### **42 *Drawings to be supplied by the Employer/SECI***

- 42.1 The drawings attached with RfP, if any, are only for the general guidance to the Contractor to enable him to visualize the type of work contemplated and scope of work involved. The Contractor will be deemed to have studied the Drawings and formed an idea about the Work involved.
- 42.2 The Contractor shall be deemed to have gone through the Drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge/ Project Manager discrepancies, if any, therein before actually carrying out the Work.
- 42.3 Copies of all detailed working drawings relating to the Work shall be kept at the

Contractor's office on the site and shall be made available to the Engineer-in-Charge/Project Manager at any time during the Contract. The drawings and other documents issued by the Employer/SECI shall be returned to the Employer/SECI on completion of the Work.

#### **43 *Drawings to be supplied by the Contractor***

- 43.1 The drawings/ data which are to be furnished by the Contractor shall be furnished within the specified time.
- 43.2 Where approval/ review of drawings before manufacture/ construction/ fabrication has been specified, it shall be Contractor's responsibility to have these drawings prepared as per the Technical Specifications and get it approved before proceeding with manufacture/ construction/ fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the Contractor at no extra cost. All as built drawings shall bear the certification stamp duly signed by both the Contractor and Engineer-in-Charge/Project Manager. The Contractor shall incorporate any modifications and/ or corrections as highlighted/notified and submit the drawings for approval practically within the next 7 working days.
- 43.3 The drawings submitted by the Contractor shall be reviewed by the Engineer-in-Charge/Project Manager as far as practicable within 10 (Ten) working days. The Contractor shall incorporate any modifications and/ or corrections as highlighted/notified and submit the drawings for approval. Any delays arising out of failure by the Contractor to rectify the drawing in good time shall not alter the Contract Completion Time.
- 43.4 All GA & GFC drawings shall be provided in soft as well as Hard form in appropriate format/size to Employer/SECI for review & approval.

All as built drawings showing all corrections, adjustments & deviations, if any, etc. shall be furnished by the Contractor in 04 (Four) Hard Copies & a soft copy for record purpose to the Employer/SECI immediately after the operational acceptance.

#### **44 *Setting out Works***

- 44.1 The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the Contractor. Contractor shall carry out Geotech investigation at site at its own cost and design the foundations accordingly. A copy of the investigation report shall also be forwarded to Employer/SECI.
- 44.2 Before beginning the Works, the Contractor shall at its own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks as required. The center, longitudinal or face lines and cross lines shall be marked by means

of small masonry pillars. Each pillar shall have distinct mark at the center to enable theodolite to be set over it.

44.3 Pillars bearing geodetic marks located at the sites of units of Works under construction should be protected and fenced by the Contractor.

44.4 On completion of Work, the Contractor must submit the geodetic documents according to which the Work was carried out.

#### **45 *Supply and Use of Employer-Supplied Materials***

45.1 If the Specification of the Work provides for the use of any material of special description to be supplied from the SECI's stores or it is required that the Contractor shall use certain stores to be provided by the Employer/SECI, such materials and stores, there for as hereinafter mentioned being so far as practicable for the convenience of the Contractor, but not so as in any way to control the meaning or effect of the Contract, the Contractor shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the Contract only. After the completion of the Work, however, the Contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

45.2 All materials so supplied to the Contractor shall remain the absolute property of the Employer/SECI and shall not be removed on any account from the Site of the Work and shall be at all times open for inspection to the Engineer-in-Charge/Project Manager. Any such materials remaining unused at the time of the completion or termination of the Contract shall be returned to the SECI's stores or at a place as directed by the Engineer-in-Charge/Project Manager in perfectly good condition at Contractor's cost.

45.3 SECI, at its sole discretion and upon request from Contractor, may provide appropriate space for storage outside the site on chargeable basis mutually agreeable to both parties. However, the transportation of equipment from store to site shall be arranged by the Contractor at its cost and risk

#### **46 *Material Procured with Assistance of Employer/ Return of Surplus***

Notwithstanding anything contained to the contrary in any or all the clauses of this Contract where any materials for the execution of the Contract are procured with the assistance of the Employer/SECI either by issue from SECI's stock or purchases made under order or permits or licenses issued by Government, the Contractor shall hold the said materials as trustee for the Employer/SECI and use such materials economically and solely for the purpose of the Contract and not dispose them off without the permission of the Employer/SECI and return, if required by the Engineer-in-Charge/Project Manager, shall determine having due regard to the condition of the materials.

#### **47 *Discrepancies between Instructions***

Should any discrepancy occur between the various instructions furnished to the Contractor, its representative or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Contractor's staff and the Engineer-in-Charge/Project Manager's staff, the Contractor shall refer the matter

immediately in writing to the Engineer-in-Charge/Project Manager whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

#### **48** *Execution of Work in Absence of Specified Standards*

In case of any class of Work for which is not covered under the Technical Specification supplied/provided by the Employer/SECI as mentioned in the RfP documents, such Work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the Work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge/Project Manager.

#### **49** *Inspection of Work*

- 49.1 The Engineer-in-Charge/Project Manager will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the Contractor's premises/ workshops wherever situated, premises/ workshops of any person, firm or corporation where Work in connection with the Contract may be in hand or where materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in-Charge/Project Manager every facility and assistance to carry out such inspection. The Contractor shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer-in-Charge/Project Manager or its representative to visit the Work shall have been given to the Contractor, either himself be present or receive orders and instructions, or have a responsible representative duly accredited in writing, present for the purpose. Orders given to the Contractor's representative shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than 15 (Fifteen) day notice in writing to the Engineer-in-Charge/Project Manager for carrying out the inspection, Domestic or Overseas) so as to reach out for the inspection by the concerned officials and/or measurement of any work in order that the same may be inspected and measured. Employer/SECI at its own discretion may or may not attend the scheduled inspection calls as arranged by the contractor on account of pre-occupation and other site exigencies.
- 49.2 In the event of breach of above the same shall be uncovered at Contractor's expense for carrying out such measurement or inspection.
- 49.3 The Contractor is to provide at all time during the progress of the Work and the maintenance period, proper means of access with ladders, gangways etc. to move and adopt as directed for inspection or measurements of the Work by the Engineer-in-Charge/Project Manager.
- 49.4 The Contractor shall make available to the Engineer-in-Charge/Project Manager free of cost all necessary instruments and assistance in checking or setting out of Work and in the checking of any Work made by the Contractor for the purpose of setting out and taking measurements of Work.

## **50 Tests for Quality of Work**

- 50.1 All workmanship shall be of the respective kinds described in the Contract Documents and in accordance with the instructions of the Engineer-in-Charge/Project Manager and shall be subjected from time to time to such test as the Engineer-in-Charge/Project Manager may direct at the place of manufacture or fabrication or on the site or at all or any such places.

The cost of inspection/ pre-dispatch inspection/ in-stage inspection (Exclusive of Employer's/SECI's representatives TA/DA) shall be borne by Contractor. Such pre-dispatch inspection(s) at the manufacturer's facility shall be carried out in the presence of the Employer/SECI or their authorized representatives, for such items as is specified by the Engineer-in-Charge/Project Manager. Travel expenses for the representatives of Employer/SECI for such inspections shall be borne by the Employer/SECI.

However, in case re-inspection is necessitated on account of non-acceptance of item(s) due to failure on Factory Acceptance Test(s), the cost of associated travel and accommodation for the revisit shall be borne by the Contractor. A minimum of 07 (Days) notice shall be given by the Contractor for witnessing such inspection at the works.

The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge/Project Manager and keep all stage inspection/ material Test Certificate readily available for the Inspector.

- 50.2 All the tests that will be necessary in connection with the execution of the Work as decided by the Engineer-in-Charge/Project Manager shall be carried out at the field-testing laboratory of the Employer by paying the charges as decided by the Employer from time to time. In case of non-availability of testing facility with the Employer/SECI, the required test shall be carried out at the cost of Contractor at Government or any other accredited testing laboratory.
- 50.3 If any tests are required to be carried out in conjunction with the Work or materials or workmanship not supplied by the Contractor, such tests shall be carried out by the Contractor and cost of such tests shall be reimbursed by the Employer/SECI.
- 50.4 The inverters/ cables and other Balance of System equipment deployed in the BESS Plant shall have valid test certificates for their qualification as per above specified IEC/ IS Standards by one of the NABL Accredited/ Govt approved Test Centers in India.

## **51 Action and Compensation in case of Poor/Non-compliant Work**

- 51.1 If, against documentary proofs, is established that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of the Work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, the Contractor shall on demand in writing from the Employer/SECI or Engineer-in-Charge/ Project Manager or its authorized representative specifying the Work, materials or articles complained of notwithstanding that the same

may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the Work so specified and provide other proper and suitable materials or articles at its own cost.

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

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

## **52 *Suspension of Work***

52.1 Subject to the Clause 52.2, the Contractor shall, if ordered in writing by the Engineer-in-Charge/Project Manager, or its representative, temporarily suspend the Works or any part thereof for such written order, proceed with the Work therein ordered to be suspended until, it shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works aforesaid. However, suitable time extension may be considered at the sole discretion of the Employer/SECI.

52.2 In case of suspensions of entire Work, ordered in writing by the Employer/SECI or Engineer-in-Charge/ Project Manager, for a period of more than 03 (Three) months, the Contractor shall have the option to terminate the Contract.

## **53 *Right of Employer to Execute Work at Contractor's Risk and Cost***

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this Contract, the Employer/SECI has the alternative right, instead of assuming charge of entire Work, to place additional labour force, tools, equipment and materials on such parts of the Work, as the Employer may designate or also engage another Contractor to carry out the Work. In such cases, the Employer shall deduct from the amount which otherwise might become due to the Contractor, the cost of such work and material with 110% (Hundred & Ten Percent) of the actual cost of works and materials.

## **54 *Possession prior to Completion***

The Engineer-in-Charge/Project Manager shall have the right to take possession of or use any completed or partially completed Work or part of the Work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the Contract Agreement. If such prior possession or use by the Engineer-in-Charge/Project Manager delays the progress of Work, equitable adjustment in the time of completion will be made and the Contract Agreement shall be deemed to be modified accordingly.

## **55 *Right to Entry/Access & Right to Take Over Works***

55.1 If the Contractor fails to commence the Work as per the terms outlined in the Contract

documents, or at any time in the opinion of the Engineer-in-Charge/Project Manager:

- i. fails to carry out the Work in conformity with the Contract documents, or
- ii. fails to carry out the Work in accordance with the Time Schedule, or
- iii. substantially suspends the Work for a period of minimum 14 (Fourteen) days without authority from the Engineer-in-Charge/Project Manager, or
- iv. fails to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- v. Commits, suffers, or permits any other breach of any of the provisions of the Contract on its part to be performed or observed or persist in any of the above-mentioned breaches of the Contract for 14 (Fourteen) days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge/Project Manager requiring such breach to be remedied, or
- vi. if the Contractor abandons the Work, or
- vii. if the Contractor during the continuance of the Contract becomes bankrupt, makes any arrangement or compositions with creditors or enters into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

In any of the cases specified above, the Employer/SECI shall have the power to enter upon site and take possession thereof and of the materials, temporary Work, construction plant, and stock thereon, and to revoke the Contractor's license to use the same, and to complete the Work by its agents, other Contractors or workmen or to sublet the same upon any terms and to such other person, firm or corporation as the Employer/SECI in its absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, Construction Plant, and stock as aforesaid, without making payment or allowance to the Contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge/Project Manager to be reasonable, and without making any payment or allowance to the Contractor for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the Employer/SECI shall by reason of its taking possession of the Work or of the Work being completed by other Contractor (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess shall be deducted from any money which may be due for work done by the Contractor under the Contract and not paid for.

55.2 Any deficiency shall forthwith be made good and paid to the Employer/SECI by the Contractor and the Employer shall have power to sell in such manner and for such price as it may think fit all or any of the construction plant, materials etc. constructed by or belonging to Contractor and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

## **56 Work in Monsoon and Dewatering**

- 56.1 Unless otherwise specified elsewhere in the RfP, the execution of the Work may entail working in the monsoon also. The Contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 56.2 During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water logging at its own cost.

## **57 General and Training Obligations**

### **57.1 Tools & Tackles:**

The Contractor shall provide technically suitable tools and tackles for installation & erection of Plant & Machineries conforming to relevant BIS safety and technical standards for proper execution of work. The Employer, in no way, shall be responsible for supply of any tools and tackles for implementation of the work and also to carry out operation & maintenance activities.

### **57.2 Setting up/Supervision/Labor:**

#### **i. Bench Mark:**

The Contractor shall be responsible for the true and proper setting-up of the Facilities in relation to bench marks, reference marks which are mutually agreed upon by the Contractor and SECI.

If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error.

#### **ii. Contractor's Supervision:**

The Contractor shall give or provide all necessary supervision during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time supervision of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective fields and supervisory staff who are competent to adequately supervise the work at hand.

#### **iii. Labour:**

The Contractor shall provide and employ on Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation, sanitation, first aid facility and catering of all labor, local or expatriate, required for the execution of the Contract

and for all payments in connection therewith.

The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the engagement and entry of all labour and personnel to be employed by Contractor on the Site including that of its sub-Contractors.

The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labour of its Sub-contractors.

The Contractor shall, in all dealings with its labour and the labour of its Sub-contractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

The Contractor shall keep the Employer/SECI indemnify, during construction as well as during O&M period, in respect of compliance with the statutory provisions in respect to the labor employed at site.

Upon completion of the construction activities/ O&M activities, the Contractor shall obtain No Objection certificate (NOC) from local/ statutory bodies in respect to the fulfillment of all compliance and submit a copy to the Employer/SECI prior to the final settlement

### 57.3 **Contractor's Equipment:**

- i. All equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

All the necessary approvals with due taxes, insurance and license, as required for the use of equipment at site, are to be taken by the Contractor.

The equipment should be in a good operating condition for safe use at site. The operator shall be competent to operate. It is advised to keep adequate spares, consumables, etc. to reduce the breakdown time.

- ii. Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site.

### 57.4 **Site Regulations and Safety:**

Contractor shall submit the EHS policy for the site to the Project Manager/EIC within 14 (fourteen) days from effective date and shall abide by the rules and regulations of the EHS policy.

The Contractor shall have to provide necessary and adequate safety measures including personal protective equipment and precautions to avoid any accident, which may cause

damage to any equipment/ material or injury to workmen. The Employer shall not be liable for any such accidents during the performance of the contract.

The Contractor, if required, will provide necessary safety training to workmen. Also, Contractor shall engage sufficient security guards to protect Facility from any theft and unauthorized access to site during the entire construction and O&M periods.

#### 57.5 **Site Clearance:**

##### i. Site Clearance in Course of Performance:

In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, packaging material, rubbish & debris and temporary installations from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract with due approval of the Employer/SECI.

##### ii. Site Clearance after Completion:

After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, packaging material, rubbish & debris and temporary works & installations of any kind from the Site with due approval of the Employer/SECI and shall leave the Site and Facilities clean and safe.

##### iii. Disposal of Scrap:

The term 'Scrap' shall refer to scrap/ waste/ remnants arising out of the unpacking of equipment, construction debris, breakage of modules, fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables.

The Contractor shall with the agreement of the Employer promptly remove from the site any 'Scrap' generated during Performance of any activities at site in pursuance of the Contract.

The disposal of such Scrap shall vest with the Contractor for the items supplied by the Contractor and issued by SECI under this contract for installation and construction without any additional cost to the Employer/SECI. The removal of scrap shall be subject to the due approval of SECI & Contractor producing the necessary clearance from the relevant authorities, if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable GST shall be that of the Contractor.

The Contractor shall also indemnify to keep the Employer/SECI harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap. The undertaking shall be furnished by Contractor as per Format \_\_\_\_\_. Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over

the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer/SECI.

In case, the scrap is generated against the free issue material supplied by the Employer/SECI, the Contractor shall maintain a separate record of same and intimate SECI before its disposal thereafter. After due approval from SECI, the scrap should be disposed of and its value shall be remitted to the Employer/SECI.

iv. **Watch & Ward and Lighting:**

The Contractor shall provide and maintain at its own expense all lighting, fencing, watch and ward wherever necessary for the proper execution and the protection of the Facilities, or for the safety of the Employer/SECI and occupiers of adjacent property and for the safety of the public during the entire construction and O&M period.

**57.6 Training:**

The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and the Employer/SECI. These personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the Contractor or its collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the Contractor. SECI shall bear the cost of Boarding, Lodging & Travel only for the said personnel.

The Contractor undertakes to provide training to Personnel selected and sent by the Employer/SECI at the works of the Contractor without any cost to the Employer/SECI.

The contractor shall provide training (free of cost) to the personnel of SECI/Nominated person of SECI for 50 (Fifty) man-days at its works/or at the mutually agreed designated place/ or at site for erection, testing, commissioning and O&M of the Project. Expenses towards travel, lodging, and boarding for the personnel shall be borne by SECI. Such training may include Class Room & hands on experience etc. as mutually agreed.

**58 *Notices***

**58.1 Notice to the Contractor:**

Any notice hereunder may be served on the Contractor or its duly authorized representative at the job site or may be served.

Any communication sent shall be confirmed within two (2) days after receipt. Any communication sent by facsimile or e-mail shall be deemed to have been delivered on date of its dispatch and personal delivery deemed to have been delivered on date of delivery. Either party may change its postal, facsimile or e-mail address or addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

**58.2 Notice to the Employer/SECI:**

Any notice to be given to the Employer/SECI under the terms of the Contractor shall be served by sending the same by mail to or delivering the same at the offices of the Employer/SECI at the mentioned address in the RfP document.

## **59 Simultaneous Works & Coordination with Other Agencies**

59.1 The Employer/SECI reserves the right to distribute the work between more than one agency(ies). The Contractor shall cooperate and afford other agency(ies) reasonable opportunity for access to the Work for the carriage and storage of materials and execution of their works.

59.2 Wherever the work being done by any department of the Employer/SECI or by other agency(ies) employed by the Employer/SECI is contingent upon Work covered by this Contract, the respective rights of the various interests involved shall be determined jointly to secure the completion of the various portions of the work in general harmony.

## **60 Delays Attributable to SECI**

60.1 In the event that the Contractor's performance is delayed or impeded due to any act or omission of SECI or their authorized representatives, the Contractor shall be entitled to an extension of time for completion of the Works. Such extension shall be determined by SECI after conducting due diligence, and shall be limited to the extent that such delay is directly attributable to the said act or omission of SECI.

60.2 No adjustment in the Contract Price shall be admissible on account of delays and corresponding extensions granted under above clause, except as expressly provided elsewhere in the RfP documents.

However, SECI reserves the right to request the Contractor's cooperation to maintain the originally agreed completion schedule. In such cases, the Contractor shall, without seeking any additional cost, deploy additional resources or extend working hours, including work on Sundays and public holidays, as necessary, to meet the agreed milestones or completion dates.

## **61 Non-Liability of Employer's Personnel**

No Director, officer, employee, or representative of the Employer/SECI shall be personally liable for any act, omission, or obligation arising out of or in connection with the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

## **62 Representatives, Field Management & Controlling/ Co-ordinating Authority**

### **62.1 Project Manager/ Engineer-In-Charge (EIC):**

If the Project Manager/ EIC is not named in the Contract, then within seven (7) days of the Effective Date, the SECI shall appoint and notify the Contractor in writing of the name of the Project Manager/ EIC. SECI may from time to time appoint some other person as the Project Manager/ EIC in place of the person previously so appointed and shall give a notice of the name of such other person to the Contractor without delay. SECI shall take reasonable care, unless unavoidable to see that no such appointment is made at

such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager/EIC shall represent and act for SECI at all times during the currency of the Contract.

All notices, instructions, information and other communications given by the Contractor to SECI under the Contract shall be given to the Project Manager/ EIC, except as herein otherwise provided.

**62.2 Contractor's Representative & Construction Manager:**

If the Contractor's Representative is not named in the Contract, then within seven (07) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request SECI in writing. If SECI objects to the appointment within seven (07) days giving the reason therefor, then the Contractor shall appoint a replacement within seven (07) days of such objection, and the foregoing provisions of this Clause shall apply thereto.

62.3 The Contractor's Representative shall represent and act for the Contractor at all times during the tenure of the Contract and shall give to the Project Manager/ EIC all the Contractor's notices, instructions, information and all other communications under the Contract.

62.4 All notices, instructions, information and all other communications given by SECI or the Project Manager/ EIC to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

62.5 The Contractor shall not revoke the appointment of the Contractor's Representative without SECI's consent, which shall not be unreasonably withheld. If SECI consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in this Clause.

62.6 The Contractor's Representative may, subject to the approval of SECI (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Project Manager/EIC.

62.7 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this Clause shall be deemed to be an act or exercise by the Contractor's Representative.

62.8 Notwithstanding anything stated in Clause above, for the purpose of execution of contract, SECI and the Contractor shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.

62.9 From the commencement of installation of the Facilities at the Site until Final

Acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper Performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as its or her deputy.

62.10 SECI may object to any Contractor's representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of SECI, may behave inappropriately, may be in-competent or negligent, or may commit a serious breach of the Site regulations and safety.

62.11 If any representative or person employed by the Contractor is removed in accordance with Clause 62.10, the Contractor shall, where required, promptly appoint a replacement. The Engineer-in-Charge/Project Manager may also authorize its representatives to assist in performing its duties and functions.

### **63 Insurance**

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

63.2 During the Contract period including O&M period, i.e., during Construction & O&M period, all insurance related expenses shall be borne by the Contractor. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that Employer/SECI shall not incur any financial loss, as long as the plant continues to remain under the custody of the Contractor. During O&M period also (after the Construction period is over), the insurances shall be in the scope of the Contractor.

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

63.4 The Contractor shall arrange to supply/ rectify/ recover the materials without waiting for settlement of the insurance claim and even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall rest upon the Contractor.

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

- 63.6 The Contractor should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Contractor shall also undertake a Third-Party Insurance and shall at all times keep SECI indemnified against any Third-Party claims and shall arrange to settle them at the earliest. The Employer/SECI will not be liable for any such loss or mishap.
- 63.7 All other insurance like transit insurance (Marine/ Cargo/ others as applicable), Construction All Risk, Erection All Risk, workmen compensation, fire, third party liability, insurance against theft, Contractor's Equipment, machinery breakdown policy, business interruption insurance, Property damage Insurance & Environmental risk insurance as required during the Construction and O&M period of the Plant shall be in the contractor's scope & shall borne by the Contractor.
- 63.8 SECI shall be named as co-insured under all insurance policies taken out by the Contractor, except for the workmen compensation, third party liability and Employers' liability insurances. All insurers' rights of subrogation against such co-insured for losses or claims arising out of the performance of the contract shall be waived under such policies.
- 63.9 All the insurance cover taken for the construction and O&M period shall be seamless in nature & preferably taken from the same insurance company.
- 63.10 The insurance is to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity/ act. The Contractor shall be responsible to take suitable insurance till the completion of the O&M contract and indemnify the Employer/SECI from all associated risks whatsoever.
- 63.11 The Contractor shall be responsible to take suitable insurance(s) and claim management during and till the completion of the O&M contract and indemnify the Employer/SECI from all associated risks whatsoever.

**Various Types of Insurance to be taken by Contractor during Construction & O&M period:**

**63.12 Employees State Insurance (ESI) Act:**

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the Contractor further agrees to defend, indemnify and hold Employer/SECI harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by Contractor or Sub-Contractor of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the Employer/SECI arising under, growing out of or by reasons of the work provided for by this Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The Contractor agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Contractor's or

Sub-Contractor's employees, who are employed in the Work provided for or those covered by ESI from time to time under the Agreement. The Contractor shall deduct and secure the agreement of the Sub-Contractor to deduct the Employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals.

The Contractor shall remit and secure the agreement of Sub-Contractor to remit to the Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The Contractor agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the Sub-Contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Contractor's or Sub-Contractor's account.

**63.13 Workmen Compensation and Employer's Liability Insurance:**

Insurance shall be effected for all the Contractor's employees engaged in the performance of this Contract. If any of the work is sublet, the Contractor shall require the Sub-Contractor to provide workman's Compensation and Employer's liability insurance for the latter's employees if such Employees are not covered under the Contractor's Insurance.

**63.14 Accident or Injury to Workmen:**

The Employer/SECI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the Contractor or any Sub-Contractor and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

**63.15 Transit/Cargo Insurance:**

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

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

Amount	Deductible Limits	Parties Insured	From	To
110% of the Ex-works value of supply	Nil	Contractor & Employer	Ware House	Project site storage area/warehouse + 60 Days

**63.16 Comprehensive Automobile Insurance:**

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including Employer's men and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the Employer ship of such vehicles.

**63.17 Installation All Risks Insurance:**

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

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

**63.18 Comprehensive General Liability Insurance:**

- a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, its agents, its employees, its representatives and Sub-Contractor's or from riots, strikes and civil commotion.
- b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of its Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.
- c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site & during O&M period.

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

- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all its plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- e) The Contractor shall take out insurance policy in the joint name of Employer/SECI and Contractor from one or more nationalized insurance company from any branch

office at Project site.

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

**63.19 The Contractor shall also arrange suitable insurance to cover following during the O&M Period:**

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

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

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

Employer's Liability: Provides cover against the risk of accident from usual workplace risks such as working at height & manual handling during construction & O&M period.

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

**63.20 Any Other Insurance Required Under Law or Regulations or by Employer:**

Contractor shall also carry and maintain any and all other insurance(s) which it may be required under any law or regulation from time to time without any extra cost to Employer. it shall also carry and maintain any other insurance which may be required by the Employer/SECI.

Amount	Deductible Limits	Parties Insured	From	To
To be indicated by the Contractor	Nil	Contractor, Sub contractor & Employer	Receipt at site	Up to Defect Liability period

**64 *Safety Codes***

**64.1 General:**

Contractor shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with Safety rules as set forth herein.

Any hazardous material used during construction or used as part of the plant has to be taken back by the supplier for recycling or dumping purpose after its operating/ working life, so that it may not affect the environment or any living being. Contractor have to comply with State Pollution Board regulation.

Site is a Non-smoking zone area. Hence, smoking within the battery area is strictly prohibited.

**64.2 Safety Regulations:**

- i. In respect of all labour, directly employed in the Work for the performance of Contractor's part of this agreement, the Contractor shall at its own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii. The Contractor shall observe and abide by all fire and safety regulations of the Employer. Before starting construction, Contractor shall consult with Employer's safety Engineers or Engineer-in-Charge/Project Manager and must make good to the satisfaction of SECI any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of SECI's existing property.

**64.3 First Aid and Industrial Injuries:**

- i. Contractor shall maintain first aid facilities for its employees and those of its Sub-Contractor.
- ii. Contractor shall make arrangements for Ambulance Service, on requirement basis and for the treatment of industrial injuries. Names of those providing these services shall be furnished to SECI prior to start of construction and their telephone numbers shall be prominently posted in Contractor's Site Office.
- iii. All critical industrial injuries shall be reported promptly to SECI, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the SECI.

**64.4 Contractor's Barricades:**

- i. Contractor shall erect and maintain barricades required in connection with its operation to guard or protect: -
  - a) Excavations
  - b) Hoisting Areas
  - c) Areas adjudged hazardous by Contractor's or SECI's inspectors
  - d) SECI's existing property subject to damage by Contractor's Operations
  - e) Rail Road unloading spots
- ii. Contractor's employees and those of its Sub-Contractor's shall become acquainted with SECI's barricading practice and shall respect the provisions thereof.
- iii. Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

#### 64.5 **Working at Height:**

- i. Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- ii. Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 meters above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.
- iii. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum heights shall be 1 meter.
- iv. While working at the substation and for construction of transmission line Towers and their subsequent maintenance, experienced manpower should be deployed with appropriate protection Equipment, such as insulating gloves, fall arrestor etc.

#### 64.6 **Excavation and Trenching:**

All trenches 1.5 Meters or more in depth, shall at all times be supplied with at least one ladder for each 50 Meters length or fraction thereof. Ladder shall be extended from bottom of the trenches to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5 Meters in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

#### 64.7 **Demolition/ General Safety:**

- i. Before any demolition work is commenced and also during the progress of the demolition work,
  - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
  - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

- ii. All necessary personal safety equipment as considered adequate should be kept available for the use of the persons employed on the Site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
  - b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
  - c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
  - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
  - f) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
    - No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
    - Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
    - Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.
- iii. When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- iv. Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:
- a) These shall be of good mechanical construction, sound materials and adequate strength and free from latent defect and shall be kept in good working order.

- b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
  - d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
  - e) As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge/Project Manager whenever it brings any machinery to Site of Work and get it verified by the Engineer concerned.
- v. Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
  - vi. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
  - vii. These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
  - viii. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge/Project Manager or safety Engineer of the Employer/SECI.
  - ix. Notwithstanding the above clauses there is nothing in these to exempt the Contractor for the operations of any other Act or rules in force in the Republic of

India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

**64.8 Care in Handling Inflammable Gas:**

The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/ inflammable liquids/ paints etc. as required under the law and/ or as advised by the fire Authorities of the Employer or Administration.

**64.9 Temporary Combustible Structures:**

Temporary combustible structures will not be built near or around work site.

**64.10 Precautions against Fire:**

The Contractor will have to provide portable Fire Extinguishers, Fire Buckets and drums at worksite as per specifications & standards. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by Engineer-in-Charge/Project Manager. Temporary combustible structure will not be built near or around the work-site.

**64.11 Explosives:**

Explosives shall not be stored or used on the Work or on the Site by the Contractor without the permission of the Engineer-in-Charge/Project Manager in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the Work they will be stored in a special magazine to be provided at the cost of the Contractor in accordance with the Explosives Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the Contractor and the Contractor shall indemnify SECI against any loss or damage resulting directly or indirectly therefrom. Only licensed persons shall be engaged for handling and working with explosives.

**64.12 Preservation of Place:**

The Contractor shall take requisite precautions and use its best endeavors to prevent any riotous or unlawful behavior by or amongst its worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Work. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Employer shall be recoverable from the Contractor.

**64.13 Outbreak of Infectious Diseases:**

The Contractor shall remove from its camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do. Should Cholera, Plague or other infectious diseases break out the Contractor shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as failing which the work may be done by the Employer and the cost thereof recovered from the Contractor.

#### 64.14 **Use of Intoxicants:**

The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of its employee is forbidden and the Contractor shall exercise its influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. safety code, Indian Standard Code & OHSAS 18001 framed from time to time.

### 65 *Applicable Laws and Settlement of Disputes*

#### 65.1 **Arbitration:**

- i. If any dispute or difference or claim occurs between the Employer and the Contractor 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 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.
- iii. 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 (CPGEs)/ Port Trusts inter se and also between CPGEs 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 CPGEs 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.
- iv. 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.
  - a) The Employer and the Contractor shall each appoint one Arbitrator, and these two Arbitrators shall jointly appoint a third Arbitrator, who shall chair the Arbitration

Panel. If the two Arbitrators do not succeed in appointing a third Arbitrator within Thirty (30) days after the later of the two Arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third Arbitrator which shall be the President, Institution of Engineers.

- b) 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.
- c) If for any reason an Arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original Arbitrator. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator (s).
- 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 and the language of the proceedings will be in English.
- vii. The award of the arbitrator shall be final and binding on the parties under this contract.
- viii. The decision of a majority of the Arbitrators (or of the third Arbitrator chairing the Arbitration Panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- ix. The Arbitrator(s) shall give reasoned award.
- x. Notwithstanding any reference to the Arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.
- xi. Cost of arbitration shall be equally shared between the Employer/SECI and the Contractor. 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.
- xii. The Courts in New 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 New Delhi only.
- xiii. This Arbitration Clause shall continue to survive termination, completion, or closure of the Main contract for 120 days thereafter.
- xiv. The Contract and arbitration shall be governed by Indian Law

#### 65.2 **Jurisdiction:**

- i. The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of New Delhi shall have exclusive jurisdiction in all matters arising

under the Contract.

ii. Mutual Consultation

If any dispute of any kind whatsoever shall arise between the Employer/SECI and the Contractor 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 Facilities, whether during the progress of the Facilities or after their 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.

## 66 *Labour Laws*

### 66.1 **Labour Laws & Indemnity Bond:**

- i. No labour below the age of 18 (Eighteen) Years shall be employed on the Work.
- ii. The Contractor shall at its expense comply with all labour laws and keep SECI indemnified in respect thereof.
- iii. The Contractor shall employ labour in sufficient numbers either directly or through Sub-Contractor's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract.
- iv. The Contractor shall indemnify SECI against any payments to be made under and for the observance of the provisions of the aforesaid labour compliances without prejudice to its right to obtain indemnity from its Sub-Contractor's.
- v. The Contractor shall also indemnify to keep SECI harmless from any act of omission or negligence on the part of the Labour Laws compliance in following the statutory requirements with regard to Labour laws. Against the signing of the contract, the Indemnity Bond shall be furnished by Contractor as per Format enclosed under Forms and Formats for the labour law compliance.
- vi. Upon completion of the construction activities/ O&M activities, the Contractor shall obtain No Objection certificate (NOC) from local/ statutory bodies in respect to the fulfillment of all compliance related to labour law and submit a copy to SECI prior to the final settlement.

### 66.2 **Contractor to Indemnify the Employer/SECI:**

- i. The Contractor shall indemnify SECI and every member, office and employee of SECI, also the Engineer-in-Charge/Project Manager and its staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 30 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against SECI for or in respect of or arising out of any failure by the Contractor in the performance of its obligations under the Contract Document.

SECI shall not be liable for or in respect of or arising out of any failure by the Contractor in the performance of its obligations under the Contract Document. SECI shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the Contractor or its Sub-Contractor the Contractor shall indemnify and keep indemnified the SECI against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

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

- ii. Payment of Claims and Damages: Should SECI have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by SECI shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Employer/SECI to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.
- iii. In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, SECI is obliged to pay compensation to a workman employed by the Contractor in execution of the Work, SECI will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of SECI under Section 12, Sub-section (2) of the said Act, SECI shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Guarantee or from any sum due to the Contractor whether under this Contract or otherwise. SECI shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the Contractor and upon its giving to SECI full security for all costs for which SECI might become liable in consequence of contesting such claim.

### 66.3 **Health and Sanitary Arrangements for Workers:**

- i. In respect of all labour directly or indirectly employed in the Works for the performance of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Employer from time to time for

the protection of health and sanitary arrangements for all workers.

- ii. The Contractor shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

#### **67 Retired Government or Company Officers**

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ UT/ Central Government or of SECI is allowed to work as a Contractor for a period of two years after its retirement from Government Service, or from the employment of SECI. The Contract, if awarded, is liable to be cancelled if either the Contractor or any of its employees is found at any time to be such a person, who has not obtained the permission of the State/ Central Government before submission of RfP, or engagement in the Contractor's service as the case may be.

#### **68 Preference to Make in India**

68.1 To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services.

68.2 For procurements in respect of which the Ministry of New and Renewable Energy (MNRE) has notified that there is sufficient local capacity and local competition, only 'Class-I local suppliers' shall be eligible to bid, irrespective of the purchase value.

In all other procurements, only 'Class-I local suppliers' and 'Class-II local suppliers' shall be eligible to bid, except when a global tender enquiry has been issued. In such cases, 'Non-local suppliers' are also eligible to participate along with Class-I and Class-II local suppliers.

68.3 For the procurement of goods, services, or works not covered above, and where the estimated value is less than ₹200 crore, as per Rule 161(iv) of the GFR, 2017, Global Tender Enquiries shall not be issued except with the prior approval of the competent authority, as designated by the Department of Expenditure (DoE).

#### **69 Custom Duty on Imported Goods**

On imported goods, the tenderers shall also specify separately the total amount of custom duty included in the quoted price. The tenderers should also indicate correctly the rate of custom duty applicable for the goods in question and the corresponding Indian customs tariff number. Where customs duty is payable, the contract should clearly stipulate the quantum of duty payable, and so on, in unambiguous terms. The standard clauses to be utilized for this purpose are to be incorporated in the tender enquiry documents. Any import of materials directly from the supplier or manufacturer should be in the name of

Procuring Entity. In this regard, all formalities will be completed by Procuring Entity engaging a Custom House Agent (CHA) and payment in this regard will be borne by Procuring Entity.

The Government has allowed exemption from payment of customs duty on certain types of goods for use by the following organizations:

- i. Scientific and technical instruments imported by research institutes;
- ii. Hospital equipment imported by Government hospitals; and
- iii. Consumable goods imported by a public-funded research institution or a university.
- iv. Multilateral Funded Projects Ex World Bank Projects.

## **70** *Geological Discoveries*

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site where the services are performed, be deem to be the absolute property of SECI. The Contractor shall take reasonable precautions to prevent the personnel or any other persons from removing or damaging any such article or thing and shall immediately upon the discovery thereof and, before removal, acquaint SECI of such discovery any carry out, at the expense of SECI, SECI's orders as to the disposal of the same.

All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the Site, shall be the property of the Employer/SECI and the Contractor shall duly preserve the same and shall from time to time deliver the same to such person or persons indicated by the SECI.

## **71** *Patents and Royalties*

71.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer/SECI by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer/SECI directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Employer/SECI shall however be free to reproduce all drawings, documents, specification and other material furnished to the Employer/SECI for the purpose of the contract including, if required, for operation and maintenance of the facilities.

The Contractor shall indemnify the Employer/SECI against third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in India.

The Contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials,

composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this Contract, is covered by a patent under which the Contractor is not licensed then the Contractor before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this Contract. In the event the Contractor fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the Contractor or the Employer/SECI as a result such failure will be defended by the Contractor at its own expense and the Contractor will pay any damages and costs awarded in such suit. The Contractor shall promptly notify the Employer/SECI, if the Contractor has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by SECI of any equipment, machinery, materials, process, methods to be supplied hereunder. The Contractor agrees to and does hereby grant to the Employer/SECI, together with the right to extend the same to any of the subsidiaries of the Employer/SECI as irrevocable, royalty free license to use in any country, any invention made by the Contractor or its employee in or as result of the performance of the Work under the Contract.

- 71.2 All charges on account of royalty, toilage, rent or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Employer/SECI, if any) shall be borne by the Contractor.
- 71.3 The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this Contract, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the Work or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the Employer/SECI provided that the Contractor use the same for the purpose of the work.
- 71.4 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer/SECI by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer/SECI directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Employer/SECI shall however be free to reproduce all drawings, documents, specification and other material furnished to the Employer/SECI for the purpose of the contract including, if required, for operation and maintenance of the facilities.
- 71.5 The Employer/SECI and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub-Contractor(s) such documents, data and other information it receives from the Employer/SECI to the extent required for the Sub-Contractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Sub-Contractor(s) an undertaking of confidentiality similar to that

imposed on the Contractor under this clause.

71.6 The Employer/SECI shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer/SECI for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the Performance of the Contract.

- The obligation of a party under Clause 71.5 & 71.6 above, however, shall not apply to that information which
- Now or hereafter becomes available in the public domain through no fault of that party
- Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
- Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- The above provisions of this Clause shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- The provisions of this clause shall survive termination, for whatever reason, of the Contract.

## **72 *Liens, Claims & Indemnity***

72.1 If, at any time there should be evidence or any lien or claim for which the Employer/SECI might have become liable and which is chargeable to the Contractor, the Employer/SECI shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer/SECI against such lien or claim and if such lien or claim be valid, the Employer/SECI may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the Contractor shall refund or pay to the Employer/SECI all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. SECI reserves the right to do the same.

72.2 The Employer/SECI shall have lien on all materials, equipment including those brought by the Contractor for the purpose of erection, testing and commissioning of the Work.

72.3 The final payment shall not become due until the Contractor delivers the complete release or waiver of all liens arising or which may arise out of its agreement or receipt in full or certification by the Contractor that all invoices for labour, materials, services have been paid in lien thereof and if required in any case an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labour and material

for which a lien could be filled.

- 72.4 Contractor will indemnify and hold the Employer/SECI harmless, for a period of 02 (Two) years after the issue of Final Acceptance from all liens and other encumbrances against the Employer/SECI on account of debts or claims alleged to be due from the Contractor or its Sub-Contractor to any person including Sub-Contractor and on behalf of Employer/SECI will defend at its own expense, any claim or litigation brought against the Employer/SECI or the Contractor in connection therewith. Contractor shall defend or contest at its own expense any fresh claim or litigation by any person including its Sub-Contractor, till its satisfactory settlement even after the expiry of 02 (Two) years from the date of issue of Final Acceptance.

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

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfP. Detailed Instructions to be followed by the bidders for online submission of response to RfP are stated at Annexure – A. Submission of bid proposals by Bidders in response to RfP shall be in the manner described below:

- i. Covering Letter as per **Format 7.1**.
- ii. In case of a Bidding Company/ Lead member of the Bidding Consortium/JV, a Power of Attorney in favour of the Authorised Signatory issued by Representative authorised as per Board Resolution shall be provided in original as per format attached hereto as **Format 7.2A**.

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

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

- iii. Bank Guarantee/POI/Surety Bond against Earnest Money Deposit (EMD) as per **Format 7.3A/7.3B/7.3C**.
- iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:  
Board Resolution from the Bidding Company or all Member of the JV/Consortium, as the case may be, in favour of the person signing the response to RfP and in the event of selection of the Projects and to sign the Contract Agreement with SECI. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
- v. In case of a Joint Venture/ Consortium, the Joint Venture/ Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution

from each Member of the Consortium for participating in Consortium.

- vi. Format for Technical Requirement as per **Format 7.6**
- vii. Format for Financial Requirements as per **Format 7.7** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
- viii. Undertaking as per **Format 7.8**.
- ix. A disclosure statement as per **Format 7.9/7.9A** regarding participation of any related companies in the bidding process.
- x. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.10**.
- xi. Format for Indemnity Bond as per **Format 7.11**.
- xii. Bank details of the Bidder as per **Format 7.12**.
- xiii. Attachments
  - a. Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development/ BESS.  
In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company at the time of bid submission, the bid submitted shall be treated as non-responsive and shall be rejected
  - b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
  - c. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfP conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
  - d. Certified copies of annual audited accounts for the last three financial year, i.e. FY 2022-23, FY 2023-24 & FY 2024-25 duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.
  - e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
  - f. GST registration certificate.
  - g. Signed and stamped copy of the First and Last Pages of RfP documents including amendments, clarifications if any.
- xiv. Covering letter of the Financial bid (Schedule of Rates/Price Bid) as per **Format 7.13**.
- xv. Schedule of Rates (SOR) as per **Format 7.14**.
- xvi. Cyber Security Agreement as per **Format 7.15**.

#### **74 Important Notes and Instructions to Bidders**

- 74.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 74.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfP. The documents submitted online will be verified before signing of Contract Agreement.
- 74.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfP, in any manner whatsoever, SECI reserves the right to reject such response to RfP and/or cancel the Notification of Award, if issued, and the Bank Guarantee/POI/Surety Bond provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfP.
- 74.4 If the event specified at Clause 74.3 is discovered after the Effective Date of Contract Agreement, consequences specified in Contract Agreement shall apply.
- 74.5 Response submitted by the Bidder shall become the property of SECI and SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 18 of the RfP.
- 74.6 All documents of the response to RfP (including RfP and subsequent Amendments/ Clarifications/ Addenda) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 74.7 The response to RfP shall be submitted in line with Clause 73 of the RfP. No change or supplemental information to a response to RfP will be accepted after the scheduled date and time of submission of response to RfP. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfP.
- 74.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online RfP Opening Event (TOE) of Techno-commercial bid.
- 74.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 74.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 74.11 Response to RfP that are incomplete, which do not substantially meet the requirements prescribed in this RfP, will be liable for rejection by SECI.
- 74.12 Response to RfP not submitted in the specified formats will be liable for rejection by

SECI.

- 74.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 74.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfP shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 74.15 All the financial transactions to be made with SECI including delay charges, and any additional charges (if required), shall attract applicable taxes on each transaction, irrespective of the same being mentioned in the RfP/CA.
- 74.16 Notwithstanding anything contained contrary in the RfP and other "Contract Documents", in case it is found that the Contractor/Bidder indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/ or on other grounds as mentioned in Employer's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-C), the Contractor/ bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Employer, to such Contractor/Bidder. The Contractor/Bidder understands and agrees that in such cases where Contractor /Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Employer, such decision of Employer shall be final and binding on such Contractor / Bidder and the 'Arbitration clause' in the RfP and other "Contract Documents" shall not be applicable for any consequential issue/ dispute arising in the matter.
- 74.17 SECI does not guarantee the accuracy, correctness, or completeness of any information, data, or details provided in the RfP documents. The Bidder shall be deemed to have examined all Contract Documents thoroughly and to have obtained its own information and understanding of all conditions that may affect the performance of the Works.
- 74.18 Should the Contractor have any doubt regarding the meaning or interpretation of any portion of the RfP documents, it shall submit a written request for clarification to SECI prior to the bid submission date. Any written clarifications issued by SECI shall form an integral part of the RfP documents. No verbal discussions, understandings, or assurances with any officer or employee of SECI shall be binding or construed to modify any terms of the Contract.
- 74.19 The Bidder/ Contractor shall be deemed to have understood the scope, nature, and magnitude of the Works, including but not limited to materials, labour, equipment, and all other resources necessary for execution. Bidder/ Contractor shall be responsible for satisfying himself as to the sufficiency of its RfP, including the scheduled rates, irrespective of any errors, omissions, or discrepancies in the RfP documents.
- 74.20 **Independent Assessment and Risk Assumption:** The Bidder shall be deemed to have independently obtained all necessary information for the preparation of the RfP, irrespective of any assistance or information provided in the RfP documents. The RfP submitted and subsequently accepted shall be deemed to have accounted for all contingencies, risks, and site conditions, whether known or unknown, foreseeable or

otherwise.

74.21 **Confidentiality:** Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence SECI's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

74.22 **Language & Measures:** All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, Operating and Maintenance Instructions, Drawings or any other writing shall be written in English language only. The SI System of measurement shall be used in the Contract unless otherwise specified. Any literature/standard required for the execution of the project work will be provided by the Contractor in the English language only.

74.23 **Liability of Government of India:** It is expressly understood and agreed between the Bidder/Contractor and SECI that SECI is entering into this Agreement solely in its own capacity and on its own behalf. In particular, it is clearly understood that the Government of India has no obligation, liability, or rights whatsoever under this Agreement. SECI is an independent legal entity, empowered under the applicable laws of India and general principles of contract law to enter into and execute contracts in its own name. The Government of India shall not, in any manner, be responsible or liable for any acts, omissions, commissions, defaults, breaches, or any other obligations or liabilities arising out of or in connection with this Agreement. Accordingly, the Bidder/Contractor expressly waives, releases, and discharges any and all actions, claims, demands, including cross-claims, counterclaims, or impleader claims, against the Government of India that may arise under or in relation to this Agreement. The Bidder/Contractor further undertakes not to institute any legal proceedings or raise any claim against the Government of India with respect to any matter arising out of or in connection with this Agreement.

## ***75 Zero Deviation & Responsiveness of Bid***

### **75.1 Zero Deviation:**

Deviation to terms and conditions of RfP documents may lead to rejection of bid. SECI will accept bids based on terms & conditions of RfP documents only. Bidder may note SECI will determine the substantial responsiveness of each bid to the RfP documents pursuant to provision contained in Clause 75.2. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the RfP documents without deviations or reservations. SECI's determination of a bid's responsiveness is based on the content of the bid itself. SECI reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.

Further, non-compliance of any other condition specifically mentioned in the RfP document shall lead to rejection of bid.

#### 75.2 **Responsive of Bid:**

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

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

- (a) Non-submission of the requisite Cost of RfP and/ or Bid Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfP not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- (d) Any indication of price in any part of response to the RfP, other than in the financial bid.
- (e) Non-submission of payment details against Cost of RfP and/or Bid Processing Fee.
- (f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (g) Except for the scenario as per Clause 3.2, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfP, then all these bids submitted shall be treated as non-responsive and rejected.
- (h) Non-submission or partial submission of EMD in acceptable form along with response to RfP.

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

75.3 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by the Bidder in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, SECI shall forfeit EMD, and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by SECI after following the due procedure.

75.4 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the RfP documents without material deviations or reservations or omissions for this purpose SECI defines the foregoing terms below: -

- (a) “Deviation” is departure from the requirement specified in the RfP documents.
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirement in the RfP documents.
- (c) “Omission” is the failure to submit part or all of the information or documentation

required in the RfP document.

75.5 A material deviation, reservation or omission is one that,

(a) If accepted would,

- i. Affect in any substantial way the scope, quality, or performance of the job as specified in RfP documents.
- ii. Limit, in any substantial way, inconsistent with the RfP document, SECI's rights or the bidder's obligations under the proposed Contract.

(b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

75.6 SECI shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

75.7 If a Bid is not substantially responsive, it may be rejected by SECI and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

## ***76 Method of Submission of Response to RfP by the Bidder***

### **76.1 Documents to be Submitted Offline**

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

- a. Power of Attorney as per Format 7.2 A/7.2B (as applicable).
- b. Board Resolution from the Bidding Company/ all members of JV/Consortium.
- c. Bank Guarantee/Payment on Order Instrument/Surety Bond towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B/7.3C). In case of MSEs, UDYAM registration certificate of the Bidder.
- d. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

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

**Bank Guarantee/POI/Surety Bond against EMD needs to be submitted in both online and offline modes.** The bidders will be required to submit the EMD, 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 10.09.2025, the above deadline will expire at 18:00 hrs on 12.09.2025. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees/POI/ Surety Bond.

**Note:** In all cases, the Bank Guarantee/POI/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:

<b>Request for Proposals for Selection of Contractor for Balance of System along with 5 years of Comprehensive O&amp;M of 600 MW/1200 MWh BESS Project at Nandiyal, Andhra Pradesh (AC Package)</b>	
<i>RfP Reference No.</i>	SECI/C&P/OP/15/0002/25-26 dated 20.08.2025
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	<b>Executive Director (C&amp;P)</b> <b>Solar Energy Corporation of India Limited</b> <b>6th Floor, Plate-B, NBCC Office Block Tower-2,</b> <b>East Kidwai Nagar, New Delhi-110023</b> <b>Tel No. 011-24666200</b> <b>Email - <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></b>

## 76.2 Documents to be Submitted Online

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

**If the Bidder has submitted bid online and fails to submit the Bank Guarantee/POI/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 Cost of RfP document, Processing fee submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.**

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

### **I. Technical Bid (First Envelope)**

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

- (a) Formats - 7.1, 7.2A/7.2B (if applicable), 7.3 A/ 7.3 B/7.3C, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9 and 7.10, as elaborated in Clause 73 of the RfP.
- (b) All attachments elaborated in Clause 73 of the RfP, under the sub-clause xv: Attachments, with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of NEFT/RTGS details towards Cost of RfP document and Bid Processing Fee as mentioned in Bid Information Sheet.

- (e) Scanned Copies of requisite amount of Bank Guarantee/ POI/ Surety Bond towards EMD as mentioned in the Bid Information Sheet.

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

Submission of Pass-phrases: In line with Clause 74.8, and Annexure-A, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno-commercial bid.

## **II. Financial Bid (Second Envelope)**

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

- (a) Covering letter of the Financial Bid as per Format 7.14 of the RfP
- (b) Main Price Bid comprising of Schedule No. 1 to 4 of the Price Schedule/SOR, duly completed, sealed and signed/ digitally signed shall be uploaded (termed as “PRICE BID”).

**As part of financial bid submission, bidders are required to quote for Total Evaluated Bid Value on Lump sum basis (INR) in cognizance with the terms and conditions of RfP, online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.**

## **III. Important Note:**

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

## **77 Schedule of Rates (SOR)/ Price Schedule (PS)/ Bid Prices**

- 77.1 The Contract shall be for the whole works as described in RfP document, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders should indicate clearly the Goods & Service Tax (GST) components as also mentioned under the SOR. Prices must be filled in format for "Schedule of Rates [SOR]" as per Format 7.14.
- 77.2 Bidder shall quote for all the items of "SOR/ PS" after careful analysis of cost involved for the performance of the completed item considering all parts of the RfP document. In case any activity though specifically not covered in description of item under "SOR/ PS" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, or any other part of RfP Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 77.3 All Goods & Service Tax (GST) components (applicable for both Centre and state) payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the SOR.
- 77.4 Prices quoted by the Bidder, shall remain Firm and Fixed and valid until completion of the Contract and will not be subject to variation on any account. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the Work to the Employer/SECI by the Bidder. The Bidder shall be deemed to have known the nature, scope, magnitude and the extent of the Work and materials required though the Contract Document may not fully and precisely furnish them. Bidders in the Schedule of Rates should cover all costs as it may consider necessary to cover the cost of any works and materials as may be reasonable and necessary to complete the Work. Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the Contractor shall do or perform a work or supply articles or perform services at its own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.
- 77.5 Without in any way limiting the provisions of the preceding Clause, the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary Work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the Contractor and all other matters in connection with each item in the Schedule of Rates and the execution of the Work or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.
- 77.6 The Schedule of Rates (i.e., Contract Value) shall be deemed to include and cover the cost of all Royalties and Fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Work, also all Royalties, Rents and other payments in connection with obtaining materials of whatsoever kind for the Work and shall include an Indemnity to the Employer/SECI which the Contractor

hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the Work of any such articles, processes or materials, other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on Work shall be borne by the Contractor.

77.7 No exemption or reduction of Duties, Goods & Service Tax (GST) on Works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or Local Body or Municipal Taxes or from or of any other body, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the Work.

77.8 The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of Work which occur from any causes including orders of the Employer/SECI in the exercise of its power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

77.9 For Engineering, Procurement and Commissioning (EPC) Contracts or Lumpsum Turnkey (LSTK) Contracts, the total Project/ Contract Value stands to be fixed inclusive of entire items, Materials, Spares, Consumables, Services, Erection and all quoted and unquoted items/ Services in the Bill of Quantity (BOQ) of the RfP/ Contract. Contract Value of such EPC Contracts comprises of all the related costs required for successful execution of the work. The final payment outlay or total cost of the project will be limited to the total value of the EPC Contract and O&M Contract. Any kind of variations related to Total Contract Value shall be to Contractor's account. The payment will be made according to the Work carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Work done and preparing running account bill.

77.10 The Bidder shall quote the prices in "figures" & "words". There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt in line with Clause 94.7.

77.11 Bidder shall submit the detailed break-up of Goods & Service Tax (GST) (applicable for both Central and State) in the SOR formats viz Schedule Nos 1-4. This data is required to ascertain the following:

- i. Computation of taxes assumed at the time of bidding.
- ii. The total impact due to revision in applicable tax rate or introduction of new tax, if any.

Bidders shall ascertain the correctness of amount related to Goods & Service Tax (GST) as mentioned in the SOR/ PS as on the date of Techno-commercial bid submission as it will impact the Price assessment part at the time of evaluation of price bid.

## **78** *Validity of the Response to RfP*

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

## **79** *Bid Preparation Cost*

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

## **80** *Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments*

80.1 Clarifications/ Doubts, if any, on RfP document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the portal.

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

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

## **81** *Release of Confidential Information*

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

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

81.3 SECI shall not use such documents, data and other information received from the

Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from SECI for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the Performance of the Contract.

81.4 The obligation of a party above, however, shall not apply to that information which,

- Now or hereafter enters the public domain through no fault of that party
- Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
- Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

81.6 The provisions of this Clause shall survive termination, for whatever reason, of the Contract.

## **82 Conflict of Interest and Bidder's Responsibility**

82.1 A Bidder shall not have a Conflict of Interest. All bidders found to have Conflict of Interest shall be disqualified from the bidding process. A bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- i. Bidders have a controlling partner in common; or
- ii. Bidders receive or have received any direct or indirect subsidy from any of them; or
- iii. Bidders have the same legal representative for the purposes of this bid; or
- iv. Bidders have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decision of SECI regarding this bidding process; or
- v. A bidder submits more than one bid in this bidding process, either individually (including bid submitted as an agent/ authorized representative on behalf of one or more bidders or through license - licensor route, wherever permitted as per the provision of the Qualification Requirement for the bidders) or as a partner in a Joint Venture/ Consortium, except for alternative offers permitted under RfP. This will result in the disqualification of all such bids; or

A bidder or any of its Affiliates participated as a consultant in the preparation of the Design or Technical Specification or Detailed Project Report (DPR) of the Plant and Installation of services (Applicable for Supply & Installation

Contracts)/ goods and related services (Applicable for Supply & Supply cum Supervision of Installation Contracts) that are the subject of the bid; or

- vi. A bidder or any of its Affiliate has been hired (or is proposed to be hired) by SECI as a Project Manager for the Contract.

82.2 The intending bidder shall be deemed to have visited the Site and familiarized himself before submitting the RfP. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the Drawings and Specifications or for any delay in performance.

### **83 *Right of SECI to Reject a Bid***

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

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

### **84 *Post Tender Negotiations***

There shall normally be no post-tender negotiations. Negotiations shall be carried out only in special circumstances and that too with L-1 bidder/ Successful Bidder in line with Manual for Procurement of Goods/ CVC/ management guidelines issued from time to time.

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

### **85 *Priority of Contract Documents***

Several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer-in-Charge/Project Manager who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- a) Contract Agreement and the appendices, along with the amendments, if any thereto
- b) Notification of award (NoA)/ Letter of Award (LoA)
- c) Special Conditions of Contract
- d) Standard Conditions of Contract
- e) Annexure B
- f) Price Schedules submitted by the Contractor

- g) Other completed Bidding forms submitted with the Bid
- h) Any other documents forming part of SECI's Requirements

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed above. For e.g. Contract agreement have precedence over NOA.

## **86 *Grievance Redressal Mechanism/Complaint Handling System (if in place)***

- 86.1 Any Bidder being aggrieved by any decision, action or omission by SECI during the procurement process may make an application against such grievances in writing within 10 days or any other time period, if any, as may be specified in the RfP documents, from the date of such decision, action or omission. However, unsigned or anonymous applications shall not be entertained.
- 86.2 The authority to which the grievances are to addressed shall be the same under whose name the RfP document has been issued.
- 86.3 The nominated Committee shall examine and deliberate the merits of the Bidder's complaint and the decision shall be communicated in writing to the concerned bidder within 30 days from the date of receipt of the application or any other such period, if any, as may be specified in the Bidding Documents.
- 86.4 During procurement process prior to award of contract, the review shall be done for grievances of only those bidders who have participated in the procurement proceedings.
- 86.5 During the grievance redressal, information which impair the fair competition or is prejudicial to the legitimate commercial interests of one or more participating bidders shall not be disclosed.
- 86.6 The request for review on the following matters shall not be entertained:
  - i. Determination of need of procurement
  - ii. Provisions limiting participation of bidders in the procurement process
  - iii. The decision to enter into negotiations
  - iv. Cancellation of a procurement process
  - v. Applicability of provisions of confidentiality

## **SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS**

Shortlisting of Bidders will be based on the following Criteria:

### **87 *General Eligibility Criteria***

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

- 87.1 The Bidder shall be an Indian Company registered in India under Companies Act, 2013.
- 87.2 Joint Venture (JV)/Consortium of not more than 03 (Three) companies with one of the Companies as the Lead Member. In the case of a Joint Venture/Consortium, all partners shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV/Consortium shall nominate the Lead partner of the JV/Consortium who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV/Consortium during the Bidding process and, in the event the JV/Consortium is awarded the Contract, during contract execution. The Bid shall be signed by the authorized representative of the Lead partner of the JV/Consortium on behalf of the JV/Consortium, and so as to be legally binding on all the partners as evidenced by a Power of Attorney signed by their legally authorized representatives.
- 87.3 A Company, including its Affiliates/Parent/Ultimate Parent/Group Company, is not allowed to participate as part of more than 1 JV/Consortium under this tender.
- 87.4 The Joint Venture/Consortium Agreement should indicate precisely the responsibility of all partners of JV/Consortium in respect of planning, design, manufacturing, supply, and training. JV/ Consortium is also required to declare detailed scope of work to be executed by each partner of JV. All partners of JV/Consortium should have active participation in execution during the currency of the Contract. The composition or the constitution of the JV/Consortium shall not be varied/modified subsequently without prior approval of the Owner.
- 87.5 A Joint Venture (JV), may or may not be incorporated as a Registered Company.
- 87.6 A foreign company can also participate as a member of JV/consortium. In case of JV/Consortium, Lead member shall mandatorily be a Company registered under Companies Act, 2013. In case a Foreign Company is selected as the Successful Bidder as a member of JV/Consortium, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
- 87.7 The Bidder should not be under any liquidation court receivership or similar proceedings on the due date of submission of bid.
- 87.8 Limited Liability Partnerships Firms, Proprietorships Firms, Partnerships Firms, NGOs, Charitable Trusts, and Educational Societies are not allowed to participate in the bidding process (either individually or in Joint Venture/ Consortium).
- 87.9 As on the bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder or any of its Affiliate including any Consortium Member or any of its Affiliate, their

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

## **88 Technical Eligibility Criteria**

88.1 Under this RfP, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Project.

88.2 Bidders may participate through any one of the qualifying routes specified herein. The Bidder shall be considered meeting Technical Eligibility criteria either from Route I or Route II.

a. **Route-I**

The Bidder should 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 Grid-connected Power Projects of **cumulative capacity of not less than 300 MW, with 2 individual projects of minimum capacity of 60 MW each**, in the last 7 years as on the bid submission deadline. Such grid-connected Projects must have been in operation for at least 6 months prior to the bid submission deadline.

**OR**

b. **Route-II**

The Bidder should have executed in the last 07 (seven) years, an Industrial project either as a **Developer or an EPC Contractor** in the area of Power/ Steel/ Oil and Gas/ Petro-Chemical/Fertilizer/Cement/Coal mining including Coal handling plant and/or any other process industry/infrastructure sector, of a value of **INR 130 Crore or more** in a single project and the same must have been in operation for at least 06 (six) months prior to the date of bid submission.

**AND**

The Bidder should have executed at least one (1) **Electrical Sub-station of 33 kV or above voltage level**, consisting of equipment such as 33 kV or above voltage level circuit breakers and Power transformer, either as a **Developer or an EPC Contractor**, and the substation must have been in operation for at least 06 (six) months prior to the date of bid submission.

**Note:**

1. “Developer” under the above Routes refers to the Companies who own the Projects being demonstrated under the respective Routes, and the EPC work for such Project may have been implemented in-house or through sub-contracting to an EPC Contractor.
2. The bidders participating either through Route I or Route II 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).
3. In case the response to RfS is submitted by a JV/Consortium, then the Lead partner of the JV/Consortium shall meet individually not less than 50% of minimum Technical Eligibility Conditions. However, all the JV/Consortium partners must meet collectively 100% Technical Eligibility Conditions.

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

**89 Financial Eligibility Criteria**

The Bidder shall meet the following financial conditions:

- 89.1 Minimum Average Annual Turnover (MAAT):** The MAAT of the bidder in the last three financial years (i.e. FY 2024-25, 2023-24 & 2022-23) should be **INR 103.87 Crore**. MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

**AND**

- 89.2 Net worth:** The net worth for the last financial year should be positive. “Net Worth” of the Bidder shall be calculated as per the Companies Act, 2013

**AND**

- 89.3 Working Capital:** The bidder should have a minimum Working Capital (WC) of **INR 55.64 Crore** as per the last audited annual financial year statement. If the bidder’s working capital is inadequate, the bidder should supplement this with a letter from an Indian branch of a Scheduled Commercial Bank as listed on the website of Reserve Bank of India, as applicable on the date of issuance of letter, confirming availability of the line of credit for more than or equal **INR 55.64 Crore** to meet the working Capital requirement.

**Note:**

1. *In case the response to RfS is submitted by a JV/Consortium, then the Lead partner of the JV/Consortium shall meet individually not less than 50% of minimum Financial*

*Eligibility Conditions. However, all the JV/Consortium partners must meet collectively 100% Financial Eligibility Conditions. Herein, apart from the Lead partner, a minimum of 25% financial eligibility should be met individually by all other partners of the JV/Consortium.*

*In case of JV/Consortium, all members should have positive Net worth.*

2. *The Bidder, including any Member of a JV/Consortium, may seek qualification on the basis of financial capability of either its Parent, Holding, Subsidiary or Affiliate for the purpose of meeting the qualification requirements. However, financial qualification will be determined on aggregate basis by adding the financial capability of the bidder with its Parent/affiliates/Holding/Subsidiary, whose financials have been submitted by the bidder. Further, it is clarified that bidder is allowed to use financial capability of more than 1 Affiliate for meeting the qualification requirement.*
3. *In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial years as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.*
4. *The bidder or its affiliates (at least any one of them) must submit annual financial audited statements for previous 3 financial years.*
5. *In case of MAAT, the following illustration may be considered for calculation purpose:*  
*Illustration:* *If a Bidder A uses the credential of an affiliate B, X and Y are the values of Annual Turnover for A and B respectively then the MAAT will be calculated as follows:*

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

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

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the previous three financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfP falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- 89.6 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- 89.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 89.3 above.
- 89.8 In case of tenders having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 (three) preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.

**90 *Other Conditions for meeting Qualifying Requirement:***

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

- (v) Details of quality systems in place,
- (vi) Past experience and performance,
- (vii) Customer feedback,
- (viii) Banker's feedback etc.

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

## **SECTION 5. BID EVALUATION AND SELECTION OF CONTRACTOR**

### **92 *Bid Evaluation***

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

### **93 *Techno-Commercial Evaluation of Bidders (Step 1)***

93.1 The first envelope (Techno-commercial Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 73 of the RfP are received by SECI. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee i.e. offline bid submission deadline.

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

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

93.3 Subject to Clause 73 of the RfP, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfP. During the examination of bids, SECI may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 07 (seven) days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.

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

### **94 *Financial Bid Evaluation (Step 2)***

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

94.2 Second Envelope (containing SOR) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfP. The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single “Total Evaluated Bid Value” in Indian Rupee. The

Unit Price in the SOR has to be quoted in Indian Rupee up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted Rate for a line item is INR 2,000.337, then it shall be considered as INR 2,000.33).

94.3 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit. The Price Bid containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the Techno-commercial evaluation (First Envelope) are liable to be rejected.

94.4 The Employer shall examine the Price Bid/SOR (Second Envelope) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed/digitally signed, and whether the bids are generally in order.

94.5 **Correction of Errors**

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by SECI, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/ amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, SECI shall be entitled to consider the highest price for that particular line item for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

The amount stated in the bid will be adjusted by SECI in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected.

94.6 Total Evaluated Bid Value shall be calculated as per the below mentioned procedure:

**Total Evaluated Bid Value (TEBV)=SOR 4 in INR = Total Price of (SOR 1+ SOR 2 + SOR 3).**

Where:

**Schedule No. 1 (SOR 1):** Ex-Works Supply of Plant and Mandatory Spare Parts from within the Employer's country (inclusive of GST).

**Schedule No. 2 (SOR 2):** Freight, Design, Civil Works, Installation, and Other Services (inclusive of GST/taxes).

**Schedule No. 3 (SOR 3):** Net Present Value of O&M Price for the total O&M period.

**Schedule No. 4 (SOR 4):** Grand Summary of the Evaluated Bid Value – comprising Schedules No. 1, 2, and 3.

**Note:** The terms EXW and other commercial terms shall be interpreted in accordance with the latest edition of Incoterms, published by the International Chamber of Commerce (ICC), 38 Cours Albert 1er, 75008 Paris, France.

94.7 Total Evaluated Bid Value (TEBV) for all the Bidders shall be compared to determine the lowest Evaluated Bid Value (EBV) as given under SOR 4. Bidder with the lowest EBV shall be L-1, Bidder with Second lowest EBV shall be L-2 & so on. The Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder.

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

94.9 All Bidders with same EBV shall be eligible for reverse auction round provided their rank is equal to or less than n<sup>th</sup> Bidder as mentioned in Clause 95.2 of the RfP.

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

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

## 95 Reverse Auction (Step-3)

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

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

Assuming, T = Total Techno-Commercially Qualified Bidders;

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

- In case  $T \leq 03$ : All the techno-commercially qualified bidders whose financial bids are in line with the RfP provisions, will be shortlisted for e-RA.

**Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”**

- In case  $T > 03$ : The lowest ranked bidder, i.e. the bidder quoting the highest Price (the “H1 bidder”) shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfP provisions, will be shortlisted for e-RA.

**Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”-1**

**Note:**

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

**For e.g. (Shortlisting of Bidders for reverse auction):**

**Scenario 1:** Total number of Techno-Commercially Qualified Bidders = T = 3.

Sl. No.	Techno commercially qualified Bidder	Rank	T	n	Shortlisted Bidders
1	B3	L1	3	3	B3
2	B2	L2			B2
3	B1	L3			B1

*\*n=T=3 as per the above formula*

**Scenario 2:** Total number of Techno-Commercially Qualified Bidders = T = 10.

Sl. No.	Techno commercially qualified Bidder	Rank	T	n	Shortlisted Bidders
1	B3	L1	10	9	B3
2	B5	L2			B5
3	B1	L3			B1
4	B4	L3			B4
5	B2	L4			B2
6	B6	L5			B6
7	B7	L6			B7
8	B8	L7			B8

9	B9	L8			B9
10	B10	L9			

*\*n=T-1=9 as per the above formula*

- 95.3 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation, it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause 95.2 above.
- 95.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.
- i. During the 15 minutes prior to start of reverse auction process, the respective EBV of the bidder shall be displayed on its window.
  - ii. The minimum decrement value for EBV shall be INR 10,00,000/-. The Bidder can mention its revised discounted EBV which has to be at least INR 10,00,000 less than its current EBV.
  - iii. Bidders can only quote any value lower than their previous quoted EBV taking into consideration the minimum decrement value. However, at any stage, increase in EBV will not be permissible. Bidders can improve their ranking by quoting the EBV lower than their last quoted EBV.
  - iv. In the bidder's bidding window, the following information can be viewed by the bidder:
    - a) It's EBV as the initial start EBV and thereafter last quoted EBV.
    - b) The list of all the Bidders with their following details: Pseudo Identity, last quoted EBV.
  - v. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/extended closing time. Such auto extension shall be effected if by way of reduction in Contract Price, a Bidder causes a change in the L1 position at that instant. If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.
  - vi. At the end of the e-RA, the final discount offered by the bidder, in the form of price reduction so offered on the EPC & NPV value of O&M price, shall be applied proportionately to all of the SOR Line items price (EPC Price + NPV of O&M price) quoted by the bidder initially in the financial bid. Accordingly, the revised reduced price of all of the SOR line items of the EPC & NPV of O&M will be derived. This proportionate price reduction will be applicable on both the EPC price & NPV value of O&M price, on which the e-RA has been actually conducted.

While applying the price reduction obtained after e-RA, all the SOR line items of the Schedule Nos 1 & 2/ SOR 1 & 2 (DSI Price of Supply & Service or the EPC price) can be straight away reduced by applying the % reduction factor uniformly on all the line items of Schedule Nos 1 & 2/ SOR 1 & 2. Same way, the NPV value of each year line item of O&M value under Schedule No. 3/SOR 3, can also be straight away reduced by applying the % reduction factor uniformly on all the line items of Schedule No. 3/SOR 3. However, as the reduced line items so arrived will be the NPV values of each year O&M value, so for the purpose of award, absolute values of each year O&M price line item wise will then be back calculated by dividing the finally arrived (After applying % reduction factor post e-RA) yearly reduced NPV values by the respective year “Discounting Rate for NPV calculation” & thereby, the absolute value of O&M price will be calculated on yearly basis. The award will be placed on the absolute value of O&M price including GST only and not on NPV of O&M price. NPV values are considered for the purpose of price bids evaluation only.

## **96 Selection of Successful Bidders**

96.1 Subsequent to conclusion of the e-RA process, the Bidder quoting the lowest Evaluated Bid Value (L1 Price) after the e-Reverse Auction (e-RA) for the Project will be identified and shall be declared as the Successful Bidder.

96.2 In case of a tie among two or more Bidders (i.e. their last quoted EBV being the same at the end of e-RA), following steps will be followed:

- a. Time stamping- Bidder will be considered in the chronological order of their last quoted EBV during the e-RA with preference to be given to that Bidder who has quoted its last EBV during the e-RA, earlier than others.
- b. In the above case, if the time of quote also becomes exactly same among the Bidders in a tie, then the ranking among these Bidders shall be done as follows:
  - Step 1: Highest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
  - Step 2: Ranking will be done based on draw of lots.

96.3 The Price, as determined after applying adjustments to the quoted price following the e-Reverse Auction (e-RA) in line with Clause 95.4.vi, shall be considered the Final Contract Price and shall form the basis for award of the Contract to the Successful Bidder.

## **97 Issuance of Notification of Award**

97.1 At the end of selection process, Notification of Award (NoA) will be issued to the Successful Bidders. In case of a JV/Consortium being selected as the successful Bidder, the NoA shall be issued to the Lead Member of the JV/Consortium. The issuance of Notification of Award will constitute the formation of the Contract.

97.2 The Contract Price shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. The NoA shall be issued on Contract Price inclusive of GST with taxation

bifurcation separately indicated as submitted by the Successful Bidder in the SOR format.

97.3 SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned.

97.4 SECI reserves the right to cancel any or all of the bids in view of higher Price discovered after e-RA. In all cases, SECI's decision regarding selection of Bidder through Reverse Auction or otherwise based on Price or annulment of tender process shall be final and binding on all participating bidders.

97.5 In case of delay in signing of Contract Agreement by SECI beyond the date as on 12 months subsequent to issuance of NoA, the NoA shall stand cancelled, and the EMD submitted by such Bidder shall be returned by SECI.

## **98 *Signing of Contract Agreement***

98.1 The Successful Bidder/ Contractor shall execute the "Contract Agreement" with SECI, within 30 (Thirty) days of issuance of Notification of Award (NOA) or as intimated by SECI, whichever is earlier, if not extended by SECI, on a "non-judicial stamp paper" of appropriate value (cost of the 'stamp-paper' shall be borne by the Successful Bidder/ Contractor) and of 'state' specified in RfP document.

98.2 In case the Successful Bidder fails to execute the "Contract Agreement" as mentioned above, same will be treated as a case of non-responsiveness & default and SECI may take suitable action to get the project successfully executed. Same shall constitute sufficient grounds for the forfeiture of EMD, if applicable.

98.3 In case of Non-responsive/Non-acceptance to the NOA or CA or non-submission of timely Contract Performance Guarantee by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

## **98.4 Billing Break-up (BBU):**

For each item of SOR 1 & 2, the BBU shall be prepared in the same SOR format (Item name, UoM, Quantity, unit Ex Works price, GST, Total price etc) and the sum of all billing break-up item prices shall be equivalent to the each respective SORs item price with discounted rate of e-Reverse auction (if applicable). However, in case of any variation in the line item prices during BBQ stage the approval of SECI with due justification will be obtained, keeping the overall price of the Contract constant.

The Contractor would be required to provide detailed Bill of Quantity (BOQ) at the BBQ stage and HSN code of the respective goods/services post award during the design approval phase. This will be used by SECI at the time of payment to the Contractor. Accordingly, Bidders should diligently quote the GST component in the bid.

SECI shall reimburse the amount of GST as per the rates mentioned by Contractor in the detailed BOQ. In case of any statutory variation in GST during the currency of the Contract, same will be reimbursed to the Contractor subject to the Clause 14, only in respect of the items/quantity which have been mentioned by the Contractor in the detailed BOQ.

In case of imported Equipment/items purchased from third party (Bought-Out Items) are supplied to SECI in execution of the Project, the price of such Goods shall be inclusive of all cost as well as any duties paid/payable in relation to import/purchase of such goods (viz., customs duties, GST & levies etc.) considering and taking into account the ITC as may be available under the applicable laws including GST.

## **SECTION 6. DEFINITIONS OF TERMS**

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

- 99.1 **“AC PACKAGE”** means all supplies, services and works including but not limited to Design Engineering, Procurement (excluding BESS and associated Containers, PCS, EMS and associated Cables upto PCS), required for Construction and Commissioning of 600 MW/ 1200 MWh BESS Standalone project along with 05 years of Comprehensive Operation and Maintenance as detailed in the RfS Document.
- 99.2 **“AC PACKAGE CONTRACTOR”** or **“CONTRACTOR”** means the successful Bidder selected under the AC Package.
- 99.3 **“ACT”** or **“ELECTRICITY ACT, 2003”** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 99.4 **“ADJUDICATOR”** shall mean the person or persons named as such to make a decision on or to settle any dispute or difference between SECI and the Contractor.
- 99.5 **“AFFECTED PARTY”** shall mean SECI or the Contractor whose performance has been affected by an event of Force Majeure.
- 99.6 **“AFFILIATE”** shall mean a company that, directly or indirectly,
- i. controls, or
  - ii. is controlled by, or
  - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors to the Board of Directors.
- 99.7 **“APPLICABLE LAW”** shall mean any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 99.8 **“APPOINTING AUTHORITY”** for the purpose of arbitration shall be the any person so designated by Employer.
- 99.9 **“APPROVED”** shall mean approved in writing including subsequent written confirmation of previous verbal approval and **“APPROVAL”** means approval in writing including as aforesaid.
- 99.10 **“ARBITRATOR”** means the person or persons appointed under the contract by the Employer and the Supplier to make a decision on or to settle any dispute, differences or claims between the Employer and the Supplier and includes the Arbitral Tribunal.
- 99.11 **“B.I.S.”** means specifications of Bureau of Indian Standards (BIS).

99.12 **“BID”** or **“PROPOSAL”** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the Tender/RfP issued by SECI.

99.13 **“BIDDER”** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process must be registered as companies as per the rules of their country of origin.

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

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

99.16 **“CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

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

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

99.18 **“CONTRACT AGREEMENT (CA)”** shall mean the Agreement between SECI and the Contractor for the execution of the works including therein all Contract documents.

99.19 **“CONTRACTOR”** shall mean the person(s), Company or Corporation whose Tender has been accepted by Employer/SECI and includes the Contractor’s legal representatives his/ her successors and permitted assigns.

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

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

99.22 **“CONTRACT PRICE/VALUE/PROJECT VALUE”** shall mean the firm value of the final quoted price, as a result of e-RA (if applicable), by the Successful Bidder specified in its financial proposal as the sum of individual contract value of Supply & Services

(Supply of goods, F&I, Design, installation, Civil Works etc.) as mentioned under the different work heads specified in the financial proposal including all the applicable taxes/ Goods & Service Taxes.

99.23 “**CONTRACTOR’S REPRESENTATIVE**” shall mean any person nominated by the Contractor and approved by SECI to perform the duties delegated by the Contractor.

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

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

99.26 “**CENTRAL TRANSMISSION UTILITY (CTU)**” shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.

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

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

99.29 “**DRAWINGS**” shall include maps, plans and tracings, supporting documents, specifications or prints or sketches thereof with any modifications approved in writing by the Engineer-in-Charge/Project Manager and such other drawing as may, from time to time, be furnished by the Contractor.

99.30 “**EFFECTIVE DATE**” shall be the date of signing of the Contract Agreement (CA) or the date intimated by SECI for signing of CA or the date mention in the Contract Agreement, (as applicable) from which the Time for Completion shall be determined.

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

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

99.33 “**FACILITY**” or “**FACILITIES**” shall mean the installed AC Package comprising of all the associated civil, electrical work for installation and commissioning of AC package including but not limited to Transformers, HT switchgear, Power evacuation, substation, auxiliary supply system, etc.

99.34 “**GOODS & SERVICE TAX (GST)**” shall mean taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and

Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws) w.e.f. 01.07.2017, which shall be fully complied with by Bidder(s)/Contractor.

99.35 **“GUIDELINES”** shall mean “Operational Guidelines for Tranche-2 of Market Component of Scheme for Viability Gap Funding for development of Battery Energy Storage Systems” vide F. No. 26/02/2023-RCM/NRE dated 23.01.2025 issued by Ministry of New & Renewable Energy (MNRE), including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this Tender/RfP.

99.36 **“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.

99.37 **“GROUP COMPANY”** of a Company means

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

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

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

99.39 **“INSTALLATION SERVICES”** shall mean all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance (s),

inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all structural and construction materials required), installation including civil and allied works etc., testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of Employer's Personnel etc.

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

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

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

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

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

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

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

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

99.48 "**MOBILIZATION**" shall mean establishment of sufficiently adequate infrastructure by the Contractor at Site comprising of construction equipment, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising Personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. Mobilization shall be considered to have been achieved, if the Contractor is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of Engineer-in-Charge/Project Manager.

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

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

99.51 "**NET-WORTH**" shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.

99.52 "**NOTICE IN WRITING OR WRITTEN NOTICE**" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by Email/registered post to the latest known private or

business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

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

99.54 **“OBLIGATION”** shall mean the binding duty that is required to be done by the Contractor as agreed upon in the RfP document, Contract Agreement.

99.55 **“OPERATIONAL ACCEPTANCE”** shall mean the acceptance of the Plant Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts) by SECI, which certifies the Contractor’s fulfilment of the Contract in respect of meeting Plant Functional and Performance Guarantees of the Facilities and completion of works.

99.56 **“O&M”** shall mean comprehensive Operation & Maintenance of Commissioned Project/Facilities under the RfP/Contract.

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

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

99.59 **“PROJECT”** or **“BESS PROJECT”** shall mean the 600MW/1200 MWh BESS standalone project being implemented by SECI.

99.60 **“PLANT AND EQUIPMENT”** shall mean permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor) but does not include Contractor’s Equipment.

99.61 **“PROJECT LOCATION”** shall mean the area identified by SECI, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented.

99.62 **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.

99.63 **“RFP DOCUMENT”** or **“TENDER”** or **“BIDDING DOCUMENT(S)”** shall mean the RfP document issued by SECI including Contract Agreement along with subsequent clarifications and amendments thereof, vide RfP No. SECI/C&P/OP/15/0002/25-26 dated 20.08.2025.

99.64 **“SECI”** or **“EMPLOYER”** shall mean Solar Energy Corporation of India Limited.

99.65 **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfP to for execution of the Project/Work as per the Scope of Work, Technical Specifications in line with the provisions of the RfP document/Contract Agreement.

99.66 **“SPECIFICATION”** shall mean all directions the various Technical Specifications, provisions attached and referred to the RfP documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the Contract for the work or works, as may be amplified or modified by SECI or Engineer-in-Charge/Project Manager during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/ corrigenda published before entering into Contract.

99.67 **“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.

99.68 **“SUB-CONTRACTOR”** including vendors, shall mean any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

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

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

99.71 **“WEEK”** shall mean calendar week.

## **SECTION 7. SAMPLE FORMS & FORMATS FOR BID SUBMISSION**

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

### **Format 7.1**

#### **COVERING LETTER**

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

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

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

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

Tel. #:

E-mail address#

To

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

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

Dear Sir/ Madam,

1. We, the undersigned ..... [insert name of the 'Bidder'] having read, examined and understood in detail the RfP including Qualification Requirements in particular, hereby submit our response.
2. We confirm that in response to the aforesaid RfP, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfP other than this response to RfP, directly or indirectly, in response to the aforesaid RfP (as mentioned in Format 7.9 under Disclosure) **OR** We confirm that in the response to the aforesaid RfP, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfP, and accordingly, we have submitted requisite undertaking as per Format 7.9A in this regard {strike out whichever is not applicable}
3. We give our unconditional acceptance to the RfP, dated ..... [*Insert date in dd/mm/yyyy*], Contract Agreement and other documents attached thereto, issued by SECI. In token of our acceptance to the RfP, Contract Agreement along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfP. We shall ensure that the Contract Agreement is executed as per the provisions of the RfP and provisions of Contract Agreement and shall be binding on us. Further, we confirm that we will complete the Work as per the

Scope of Work and Technical Specifications, within the deadline as per Clause 10 of the RfP.

4. **Route of Bidding: -**

We hereby declare that we are submitting the bid for AC package under Route \_\_ as per the in line with the Technical Eligibility Criteria.

5. **Earnest Money Deposit (EMD): -** *(Please read Clause 18 carefully before filling)*

We have enclosed EMD of INR ..... *(Insert Amount)*, in the form of Bank Guarantee/Payment on Order Instrument/Surety Bond No. .... *[Insert bank guarantee/POI/Surety Bond number]* dated ..... *[Insert date of bank guarantee/POI/Surety Bond]* as per Format 7.3A/7.3B/7.3C from ..... *[Insert name of bank providing bank guarantee/POI/Surety Bond issuing agency]* and valid up to.....in terms of Clause 18 of this RfP.

6. We hereby declare that in the event of getting selected as Successful Bidder and we are not able to submit Bank Guarantee/POI/Surety Bond of the requisite value(s) towards Contract Performance Guarantee (CPG), within due time as mentioned in Clause 19 of this RfP on issue of NoA by SECI and/ or we are not able to sign Contract Agreement with SECI within the timeline as stipulated in the RfP for the selected Projects, SECI shall have the right to encash the EMD submitted by us.

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

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

9. **Acceptance: -**

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

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

10. **Familiarity with Relevant Indian Laws & Regulations: -**

We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfP and execute the

Contract, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in tender have been fully examined and considered while submitting the Bid.

11. We are submitting our response to the RfP with formats duly signed as desired by SECI in the RfP online for consideration.
12. It is confirmed that our response to the RfP is consistent with all the requirements of submission as stated in the RfP, including all clarifications and amendments and subsequent communications from SECI.
13. The information submitted in our response to the RfP is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfP.
14. We confirm that all the terms and conditions of our Bid are valid for a period up to the date as on 6 months from the last date of submission of response to RfP. We confirm that in the event of issuance of NoA under the RfP, the Price indicated in the NoA shall be valid until the signing of Contract Agreement.

**15. 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: .....

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

**Encl.:** Appendix-I to Format 7.1

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

Thanking you,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**GENERAL PARTICULARS OF THE BIDDER**

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

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

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**FORMAT FOR POWER OF ATTORNEY FOR BIDDING COMPANY**

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

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

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

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

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

Signed by the within named

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

Mr. ....

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

Dated this ..... day of .....

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.....(Signature)

Name.....

Designation.....

2.....(Signature)

Name.....

Designation .....

**Notes:**

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

**FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE/ CONSORTIUM**

*(Applicable Only in case of Joint Venture/ Consortium)*

*(To be provided by each of the other members of the Consortium in favor of the Lead Member)*

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

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

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

- i) To submit proposal and participate in the aforesaid RfP/Tender issued by SECI on behalf of Consortium.
- ii) To do any other act or submit any information and document related to the Bid submitted in response to RfP/Tender.

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

It is clearly understood that the Partner In-charge (Lead Partner/ Member) shall ensure performance of the Contract and if one or more Partner/ Member fail to perform their respective portions of the Contract, the same shall be deemed to be a default by all the Partners.

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name  
Designation  
Place:  
Date:)  
Accepted

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

Attested

-----  
(Signature of the executant)

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

Place: -----

Date: -----

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

**FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT**  
**(EMD)**

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

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfP for \_\_\_\_\_ [*Insert RfP Title*], in response to the RfP No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfP of .....[*Insert the name of the Bidder*] as per the terms of the RfP, the \_\_\_\_\_ [*Insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at \_\_\_\_\_ [*Insert Name of the Place from the address of SECI*] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees \_\_\_\_\_ [*Insert amount not less than that derived in line with Clause 18 of the RfP*], only, on behalf of M/s \_\_\_\_\_ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [*insert date of validity in accordance with Clause 18 of this RfP*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [*insert date of validity in accordance with Clause 18 of this RfP*]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [*insert date 30 days beyond the date of validity in accordance with Clause 18 of this RfP*].

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 \_\_\_\_\_ [*insert date of validity in accordance with Clause 18 of this RfP*]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [*insert date 30 days beyond the date of validity in accordance with Clause 18 of this RfP*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

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

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

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ [*Insert Name and Address of the Bank*] \_\_\_\_\_

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

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

No. \_\_\_\_\_ Date \_\_\_\_\_  
SECI, \_\_\_\_\_ Registered \_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

**Reg: M/s \_\_\_\_\_ (insert name of the Bidder) – Issuance of Payment on  
Order Instrument for an amount of Rs. \_\_\_\_\_**

Dear Sir,

1. It is to be noted that M/s. \_\_\_\_\_ (*insert name of the POI issuing Agency*) ('REC/PFC') has sanctioned a non-fund-based limit loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s \_\_\_\_\_ under the Loan Agreement executed on \_\_\_\_\_ to execute Renewable Energy Projects.
2. At the request of M/s \_\_\_\_\_, on behalf of \_\_\_\_\_ (*insert name of the Bidder*), this Payment on Order Instrument (POI) for an amount of Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_ (in words)]. This Payment on Order Instrument comes into force immediately.
3. In consideration of the \_\_\_\_\_ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfP for \_\_\_\_\_ [*Insert the RfP Title*], in response to the RfP No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfP of ..... [*Insert the name of the Bidder*] as per the terms of the RfP, the \_\_\_\_\_ [*Insert name & address of PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI*] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees \_\_\_\_\_ [*Insert amount not less than that derived in line with Clause 18 of the RfP*], only, on behalf of M/s \_\_\_\_\_ [*Insert name of the Bidder*].
4. In consideration of the above facts, REC/PFC, having its registered office at \_\_\_\_\_, agrees to make payment for the sum of Rs. \_\_\_\_\_ lakhs (in words.....) to SECI on the following conditions: -
  - (a) REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;
  - (b) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its

- constituents notwithstanding any dispute that may be raised by the against SECI;
- (c) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
  - (d) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc.;
  - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
  - (f) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the Contractor, to make any claim against or any demand against the Contractor or to give any notice to the Contractor;
  - (g) The POI shall be the primary obligation of REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Contractor;
  - (h) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to \_\_\_\_\_ *[Insert date of validity in accordance with Clause 18 of this RfP]* and REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. .... and REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated. SECI shall be entitled to invoke this POI till \_\_\_\_\_ *[insert date 30 days beyond the date of validity in accordance with Clause 18 of this RfP]*.
6. In pursuance of the above, REC/PFC and SECI have signed an Umbrella Agreement dated \_\_\_\_ setting out the terms and conditions for issue of letter of undertaking by REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

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

( )  
General Manager (TS)

Copy to: -

M/s. \_\_PP\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ As per their request

( )  
General Manager (TS)

**FORMAT OF INSURANCE SURETY BOND TOWARDS EMD**

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

Insurance Surety Bond No.:

Date:

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

Dear Sir,

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

As an irrevocable Insurance Surety Bond against Bid Security for an amount of ..... *[Insert amount not less than that derived in line with Clause 18 of the RfP]* valid for.....*[insert date of validity in accordance with Clause 18 of this RfP]* required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfP documents.

We, the..... *[Insert name of the Insurer]* having our Head Office at .....*[Insert address of the Insurer]* guarantee and undertake to pay immediately on demand by Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI') the amount of ..... *[Insert amount not less than that derived in line with Clause 18 of the RfP]* without any condition, demur, reservation, contest, recourse or protest, and/ or without any reference to the Bidder. Any such demand made by SECI shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid up to..... *[insert date of validity in accordance with Clause 18 of this RfP]*. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s .....*[Insert name of the Bidder]* on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that 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 Surety Bond till \_\_\_\_\_ *[insert date 30 days beyond the date of validity in accordance with Clause 18 of this RfP]*.

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

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

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

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Insurer Stamp)

Power of Attorney No.....

Date.....

**Email id of the Branch for confirmation of this Bond: .....**

**NOTE:**

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

**FORMAT FOR CONTRACT PERFORMANCE GUARANTEE (CPG) IN FORM OF BANK GUARANTEE (BG)**

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

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Contractor') submitting the response to RfP inter alia for ..... [*Insert title of the RfP*] in response to the RfP No. .... dated ..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfP of ..... [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Bid of the Contractor and issuing Notification of Award No. \_\_\_\_\_ to \_\_\_\_\_ (*Insert Name of selected Contractor*) as per terms of RfP.

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

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 date of validity in accordance with Clause 19 of this RfP*]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [*insert date 30 days beyond the date of validity in accordance with Clause 19 of this RfP*].

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or

conditions and notwithstanding any objection by \_\_\_\_\_ [*Insert name of the selected Contractor*] 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 Contractor, to make any claim against or any demand on the Selected Contractor or to give any notice to Selected Contractor or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Selected Contractor.

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) and it shall remain in force until ..... [*insert date of validity in accordance with Clause 19 of this RfP*]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [*insert date 30 days beyond the date of validity in accordance with Clause 19 of this RfP*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

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

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

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ [*Insert Name and Address of the Bank*] \_\_\_\_\_

Contact Details of the Bank:

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

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

Witness:

1. ....

Signature  
Name and Address

2. ....

Signature  
Name and Address

Notes:

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

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

No. \_\_\_\_\_ Date \_\_\_\_\_  
**SECI,** **Registered**  
\_\_\_\_\_  
\_\_\_\_\_

**Reg: M/s \_\_\_\_\_ (insert name of the Contract Agreement signing entity)  
(Project No. \_\_\_\_\_ (insert project ID issued by SECI) – Issuance of Payment  
on Order Instrument for an amount of Rs. \_\_\_\_\_**

Dear Sir,

1. It is to be noted that M/s. \_\_\_\_\_ (insert name of the POI issuing Agency) (**‘REC/PFC’**) has sanctioned a non-fund-based limit loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s \_\_\_\_\_ under the Loan Agreement executed on \_\_\_\_\_ to execute Renewable Energy Projects.
2. At the request of M/s \_\_\_\_\_, on behalf of \_\_\_\_\_ (insert name of the Contractor), this Payment on Order Instrument (POI) for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Contractor) submitting the response to RfP No. .... dated ....., at .....[Insert name of the place] under RfP for \_\_\_\_\_(insert name of the RfP), in response to the RfP dated..... issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfP of .....[insert the name of the selected Contractor] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Contractor and issuing Notification of Award No. .... to M/s ..... (Insert Name of selected Contractor) as per terms of RfP and the same having been accepted by the selected Contractor resulting in a Contract Agreement to be entered into, for execution of the Project/Work.
4. As per the terms of the RfP, the \_\_\_\_\_ [insert name & address of PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at ..... [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected Contractor].
5. In consideration of the above facts, REC/PFC, having its registered office at \_\_\_\_\_, agrees to make payment for the sum of Rs. \_\_\_\_\_ lakhs (in

words.....) to SECI on the following conditions: -

- (i) REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;
  - (j) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
  - (k) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
  - (l) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc.;
  - (m) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
  - (n) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the Contractor, to make any claim against or any demand against the Contractor or to give any notice to the Contractor;
  - (o) The POI shall be the primary obligation of REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Contractor;
  - (p) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
6. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to \_\_\_\_\_ [*insert the date of validity in line with Clause 19 of the RfP document*] and REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated. SECI shall be entitled to invoke this POI till \_\_\_\_\_ [*insert date 30 days beyond the date of validity in accordance with Clause 19 of this RfP*].
7. In pursuance of the above, REC/PFC and SECI have signed an Umbrella Agreement dated \_\_\_\_ setting out the terms and conditions for issue of letter of undertaking by REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter

of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of

M/s. \_\_\_\_\_

(Name of the POI issuing agency).

( )

General Manager (TS)

Copy to: -

M/s. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ As per their request

( )

General Manager (TS)

**FORMAT OF INSURANCE SURETY BOND TOWARDS CONTRACT  
PERFORMANCE GUARANTEE (IN LIEU OF CPG)**

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

Insurance Surety Bond No.:

Date:

To

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

Dear Sir/ Madam,

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

The Insurer hereby agrees and acknowledges that 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 Contractor]* and/or any other person. The Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder.

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

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

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR ..... (Indian Rupees ..... only) and it shall remain in force up to and including ..... *[insert the date of validity in line with Clause 19 of RfP]* and shall be extended from time to time for such period, as may be desired by M/s ..... *[Contractor's Name]* on whose behalf this Insurance Surety

Bond has been given. SECI shall be entitled to invoke this Surety Bond till \_\_\_\_\_ [insert date 30 days beyond the date of validity in accordance with Clause 19 of this RfP].

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

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Insurer stamp)

**Email id of the Branch for confirmation of this Bond: .....**

Authorized Vide Power of Attorney No.....

Date.....

**WITNESS :**

1.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

2. ....  
(Signature)

.....  
(Name)

.....  
(Official Address)

**Notes :**

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

**FORMAT OF BANK GUARANTEE FOR ADVANCE PAYMENT**

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

Bank Guarantee No.: .....

Date: .....

Contract No. ....

..... [*Name of Contract*] .....

To

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

Dear Sir/ Madam,

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

(or)

vide Notification of Award order issued on ..... (*insert date of the notification of award*) .... by you to M/s ..... (*Name of Contractor*) ..... having its Principal place of business at ..... (*Address of Contractor*) ..... and Registered Office at ..... (*Registered address of Contractor*) ..... ("the Contractor") concerning ..... (*Indicate brief scope of work*) ..... for the complete execution of the ..... (*insert name of RfP*) .....

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

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

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment and the accrued interest on the Advance Payment, taking into account such amounts, which have been repaid by the

Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) \_\_\_\_\_ [\_\_\_\_\_ (value in words) \_\_\_\_\_].
2. This Bank Guarantee shall be valid up to \_\_\_\_\_ (validity date) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (insert date 30 days the validity date).

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile\_\_\_\_\_

Fax Number\_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_

Witness:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile\_\_\_\_\_

email \_\_\_\_\_

**Note:**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

**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 RfP vide RfP No. \_\_\_\_\_ for \_\_\_\_\_ (insert title of the RfP), including signing and submission of all documents and providing information/ response to RfP to Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project. *(To be provided by the Bidding Company or the Lead Member of the Consortium)*

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

**Certified True Copy**

-----

**(Signature, Name and Stamp of Company Secretary)**

**Notes:**

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

**FORMAT FOR JOINT VENTURE/ CONSORTIUM AGREEMENT**

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

THIS Consortium Agreement (“Agreement”) executed on this \_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_ between M/s \_\_\_\_\_ [Insert name of Lead Member] a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfP and execution of Contract Agreement (in case of award), against RfP No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India Limited (SECI) a Company incorporated under the Companies Act, 2013, and having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023

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

WHEREAS SECI desires to procure DC Package under RfP for \_\_\_\_\_ (insert title of the RfP);

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s \_\_\_\_\_), shall act as the Lead Member as defined in the RfP for self and agent for and on behalf of Member-2, \_\_\_\_\_,

Member-n and to submit the response to the RfP. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

2. In requirement of the award of the Contract by SECI to the Consortium Partners, we, the Parties do hereby undertake that M/s..... shall act as Lead Partner and further declare and confirm that we the parties to the Consortium shall jointly and severally be bound unto the SECI for the successful performance of the Contract and shall be fully responsible for the obligations under the RfP.
3. In case of any breach or default of the said Contract by any of the parties to the Consortium, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations under the RfP/ Contract Agreement. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Further, if SECI suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to SECI, on its demand without any demur. It shall not be necessary or obligatory for SECI to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), SECI can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Contract to SECI.
6. It is expressly understood and agreed between the Parties to this Agreement that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (to be suitably appended by the Parties along with this Agreement in its bid) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
7. It is also understood that this Agreement is provided for the purposes of undertaking joint and several liabilities of the partners to the Consortium for submission of the bid and performance of the Contract and that this Agreement shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Consortium, other than the express provisions of the Contract.
8. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

9. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Guarantee from a bank in favour of SECI in the currency/ currencies of the Contract.
10. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till SECI discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.
11. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfP.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the CONTRACT AGREEMENT except with prior written consent of SECI.
15. This Agreement
  - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfP and Contract Agreement.

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

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

-----

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

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

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

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

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

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

\_\_\_\_\_

Signature and stamp of Notary of the place of execution

**FORMAT FOR TECHNICAL REQUIREMENT**

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

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

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

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

\_\_\_\_\_

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

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

**To**

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

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

Dear Sir/ Madam,

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

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

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

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

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

**FORMAT FOR FINANCIAL REQUIREMENT**

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

Tel. #:

E-mail address#

**To**

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

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

Dear Sir/ Madam,

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

This MAAT has been calculated in accordance with instructions provided in Clause 89.1 of the RfP.

**Exhibit (i): Applicable in case of Bidding Company**

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

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

<b>Minimum Average Annual Turnover (Affiliate)</b>	
<b>Minimum Average Annual Turnover (Combined)</b>	

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

**Exhibit (ii): Applicable in case of Bidding JV/Consortium**

**(To be filled by each Member in a Bidding JV/Consortium separately)**

**Name of Member: [Insert name of the Member]**

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

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

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

Further, we certify that the Bidding Company/ Member in the Bidding JV/Consortium, is

fulfilling the Net-Worth Criteria, by demonstrating a Net-Worth of INR \_\_\_\_\_  
(\_\_\_\_\_in words) as on the end of Financial Year 2024-25.

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

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

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

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

**Exhibit (i): Applicable in case of Bidding Company**

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

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

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

**Exhibit (ii): Applicable in case of Bidding JV/Consortium**

**(To be filled by each Member in a Bidding JV/Consortium separately)**

**Name of Member: [Insert name of the Member]**

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

<b>Name of Consortium Member Company</b>	<b>Name of entity whose Working Capital is to be considered</b>	<b>Relationship with Bidding Company* (if any)</b>	<b>Working Capital (in INR)</b>
Company 1	Self	Self	
In case of Parent/ Holding/ Subsidiary/			

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

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

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

**(Signature and Stamp of CA)**

**Name of CA:**

**Membership No.**

**Regn. No. of the CA’s Firm:**

**UDIN:**

**Date:**

Note:

- (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant’s Firm, provide details of computation of Net Worth, Minimum Average Annual Turnover and Working Capital duly certified by the Chartered Accountant.
- (ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.
- (iii) In case of the Bidder choosing to meet the Working Capital criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder’s Response to RfP.

**UNDERTAKING**

*(To be submitted on the letterhead of the Bidder)*

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

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

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

(Name and Signature of the Authorized Signatory)

**FORMAT FOR DISCLOSURE**

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

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

Date:

\_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel. #:

E-mail address#

To

Solar Energy Corporation of India Limited

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

East Kidwai Nagar, New Delhi - 110 023

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

Dear Sir/ Madam,

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

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

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

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

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

Thanking you,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**FORMAT FOR DISCLOSURE**

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

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

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

Date:

\_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel. #:

E-mail address#

To

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

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

Dear Sir/ Madam,

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

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

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfP/Contract Agreement including but not limited to cancellation of our response to this RfP and NoA/Contract Agreement as applicable, we, i.e. M/s \_\_\_\_\_ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates

shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

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

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

Thanking you,  
We remain,  
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**INTEGRITY PACT**

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

**FORMAT FOR INDEMNITY BOND**

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

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

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

NOW, THEREFORE, this Indemnify Bond witnesseth as follows:

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

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

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

Signature of authorized signatory: .....  
Name of authorized signatory: .....  
Designation of authorized signatory: .....  
Date: .....

**FORMAT FOR BIDDERS' BANK DETAILS**

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

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

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

**(Name, Signatory and Designation of authorized signatory)**

**BANK CERTIFICATE**

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

Bank stamp:

Date:

**(Signature of authorized officer of bank)**

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

Tel. #:

E-mail address#

To

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

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

Dear Sir/ Madam,

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

I/We agree that this offer shall remain valid for a period of 6 months from the due date of submission of the response to RfP and until the date of signing of Contract Agreement, pursuant to Clause 97.5 of the RfP, and such further period as may be mutually agreed upon.

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

Thanking you,  
We remain,  
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**Notes:**

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

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

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

**Attached Separately**

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

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

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

10. Spares for start-up/ commissioning and mandatory spares required are in Contractor's Scope and deemed included in the quoted Lumpsum Prices.
11. Bidder shall furnish following Forms of Schedule of Rates: -
  - i. Schedule No. 1: Ex Works basis Supply of Plant and Mandatory Spare Parts Supplied from Within the Employer's Country on EXW basis (i.e., including GST)
  - ii. Schedule No. 2: Freight, Design, Civil & Installation and Other Services including GST/Taxation
  - iii. Schedule No. 3: Net Present Value (NPV) of O&M Price including GST/Taxation for the total O&M period for the plant facilities to be calculated at a given discounting rate.
  - iv. Schedule No. 4: Grand Summary (Schedule Nos.1, 2 and 3)
12. INR = Indian Rupees
13. Bidder confirms that it has noted the contents of the Preamble to the Schedule of Rates, Schedule of Rate, Bid Document and quoted its Prices accordingly without any deviation.
14. Operation & Maintenance (O&M) Charges on YoY basis must be equal or in ascending order only.
15. Although, it's a lumpsum turnkey contract, the line items of the SOR Sheet or the Project BBU prepared on the basis of SOR will be used for the treatment of Change in Law, Payments, Short-Closure, Quantity Variations or for any other reasons not specified here but are in interest of the project.

**FORMAT FOR CYBER SECURITY AGREEMENT**

(To be executed by the successful Bidder/Contractor and shall form part of the Contract Agreement)

This Non-Disclosure Agreement (“Agreement”) is made effective on this..... (“Effective Date”)

By and Between,

Solar Energy Corporation of India Limited, which expression includes its successors and assigns) having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, hereinafter referred as Disclosing Party/ SECI.

And

..... having its registered office at ..... which expression includes successors and assigns, hereinafter referred as Receiving Party/ Contractor.

Both collectively referred to as “Parties” and individually as “Party”.

**WHEREAS**

- A. SECI, Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Navratna Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of renewable energy technologies in the country. In addition, the Company is also developing its own Solar, Floating Solar & other innovative RE Projects & is providing consultancy services to various major CPGUs for developing ‘Turnkey’ basis RE Projects. The company also has power trading license and is active in this domain through trading of RE power from Projects set up under the schemes being implemented by it.
- B. The Contractor is engaged in .....
- C. SECI and Contractor are desirous of pursuing a mutually beneficial relationship through the execution of Contract awarded by SECI to the Contractor vide No.... Dated ..... The Contractor agrees that in the course of their association for executing the said Contract Agreement, there may be sharing of confidential information between them. Through this Agreement, both parties define the obligations with respect to the confidential information.
- D. Contractor may receive from the other Party i.e. SECI certain technical, non-technical, financial, business and other proprietary and confidential information in relation to their respective businesses and contract specific tasks.

- E. Due to various Information Security related risks associated with the execution of the contract, SECI desires to mitigate the perceived risks and seeks to protect its physical and intellectual assets through defined agreements with the Contractor.

**NOW THEREFORE**, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Contractor agrees as follows:

**1. Confidential Information**

“Confidential Information” shall mean any and all information disclosed to, or otherwise acquired or identified or observed by the Receiver including its subsidiaries and affiliates, and each of their respective directors, employees, representatives and agents from the Disclosing Party and its affiliated companies, relating to the business of the Disclosing Party, or received from others that the Disclosing Party is obligated to treat as confidential, and other materials and information of a confidential nature whether communicated in writing, orally, electronically, photographically, or recorded in any other form of media, including, but not limited to, all sales and operating information, contractor’s information, employee and other human resource information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, specifications, technical configurations, concepts, reports, methods, processes, techniques, operations, devices, product schematics or drawings, descriptive material, patent and patent applications, trade secrets, trademarks, trade names, specifications, software (source code or object code) and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright or any other intellectual property right.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.

Notwithstanding the above, all Confidential Information shall be specifically marked as “CONFIDENTIAL” while disclosing the same to the Receiving Party. If the same is orally disclosed then the same to be reduced in writing and marked as “CONFIDENTIAL”. Supplier, sub-contractor and other parties engaged by the Disclosing party shall have the same rights and obligations for the Confidential Information.

**2. Obligations of Receiving Party relating to Information Security**

Contractor agrees to conform to the following requirements:

- a) All intelligent electronic devices (IEDs), including devices with embedded software, Automation servers Controllers, HMIs and associated network components wherein the data is routable (equipped with Ethernet/optical Ethernet, Serial/Optical Serial) must have capabilities to exceed or meet applicable technical requirements under IEEE-1686:2013 for satisfying IEC/ISO:62443-2-3, IEC/ISO:62443-2-4 and IEC/ISO:62443-3-3 requirements.
- b) Contractor agrees to submit required evidences for conformance to IEC/ISO:15408

for identified network-based systems such as routers, firewalls, SIEMs etc.

- c) Contractor agrees to provide IT architecture details such as Firmware details, Operating System, databases, middle-ware, application frameworks and related third-party drivers, software component libraries, including usage of virtualization/container technologies, of all devices qualifying under clause (a) above to facilitate vulnerability analysis of the device. SECI reserves the right to undertake appropriate black-box testing of any system, sub-system to independently ascertain vulnerability of the product/solution.
- d) Contractor agrees to enable use of Indian Regional Navigational Satellite Constellation (IRNSS) based Time Synchronization signals through appropriate use of GPS technologies that support PTP (IEEE 1588), if available commercially.

In case the same are not available commercially, Contractor may supply the GPS Clock as per their solution requirement. However, in case SECI supply the Indian Regional Navigational Satellite Constellation (IRNSS) based Time Synchronization signals through appropriate use of GPS technologies that support PTP (IEEE 1588) during this contract period (up to start of the Factory System Test), Contractor shall replace the existing Clock with the SECI supplied timing solution in the Control and Protection system, without any cost implication to SECI.

- e) Contractor commits to ensure, its adherence to secure software development life-cycle processes as per IEC/ISO:24748-1 or a similar standard and commits itself for voluntary disclosure of vulnerabilities in the system. Contractor agrees to develop and provide patches, including those of the third-party software components, for the Contractor disclosed vulnerabilities and also for the vulnerabilities discovered/ reported by any third-party organization. The Contractor agrees to ensure supply and installation of patches up to the defect liability period of the system.
- f) For all software, operating system, software patches, version upgrades, firmware images etc. authorized by the Contractor to be installed during the Life-Cycle of the project, the Contractor agrees to inform SECI through a digitally signed email, the **SHA-256** checksum of all software components.
- g) The Contractor agrees to provide a list of all equipment and processes where data encryption is used. All required details for Key Management shall be provided to SECI. SECI at its own cost, shall supply requisite digital certificates/keys for installation and configuration of such systems as may be required for securing its interest.
- h) SECI shall provision Notebook PCs as per recommendations of the Contractor, which shall be only authorized device from which access to the network in use by SECI, shall be permitted for any preventive maintenance, update and configuration.
- i) The Contractor agrees to sign an undertaking as per Annexure-A, for its

commitment to ensure bug and malware-free software/ software patches/ embedded software/ firmware in systems such as PLC Cards/ Logic Cards/ other microprocessor based intelligent systems. The Contractor agrees to declare with each shipment, whether during initial supply stage or subsequent repairs, diagnostics or upgrades, that it shall be solely responsible for any Criminal and/ or Civil Liabilities arising from failures due to such malware/bug. The Contractor further agrees to send a digitally signed statement by email, detailing SHA-256 checksum of all firmware/software components installed during any field/factory activity.

- j) The Contractor agrees not to access through use of WiFi/ Bluetooth based networking to any device anywhere in the controlled network. All Bluetooth/ WiFi devices shall be disabled from associated firmware and Operating System in applicable devices of the controlled network.
- k) The Contractor agrees to submit details of all devices equipped with Serial Ports (RS232C/RS485/USB etc. including with Optical interface), Virtual Serial Ports and Serial over Ethernet. Only SECI permitted devices shall be attached to serial ports. The Contractor agrees to provide systems to log details of any serial devices connected during the operation of the equipment.

### **3. Protection of Confidential Information**

#### **a. Use:**

The Receiving Party understands and acknowledges that the Confidential Information has been developed or obtained by the Disclosing Party by the investment of significant time, effort and expense, and that Confidential Information is a valuable, special and unique asset of the Disclosing Party. Therefore, the Receiving Party agrees to hold in confidence and not to disclose the Confidential Information, to any person or entity without similar obligations agreed between the Receiving Party and such person or entity. The Receiving Party will use the same standard of care it would use to secure and safeguard its own confidential information of similar importance, but in no event less than reasonable care.

#### **b. No copying:**

The Receiving Party will not copy or modify any Confidential Information without the prior written consent of the Disclosing Party, except where such copy or modification is required for the purpose of the execution of the contract. Any permitted reproduction of confidential information must contain all confidential or proprietary legends which appear on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure or use of the confidential information.

#### **c. Permitted disclosures:**

The Receiving Party shall permit access to the Disclosing Party's confidential information solely to the Receiving Party's Representatives and contractors who

(i) have a need to know such information; and (ii) have signed the specified confidentiality agreement/ similar contract conditions in favour of Receiving Party

All staff of Receiving Party (on-roll or outsourced) shall be bound by the terms of this Agreement. The Contractor agrees to individually authorize each of the member of staff assigned with the project, binding them individually with the terms of similar to this Agreement during and also post-employment.

**d. Additional obligations:**

The Receiving Party shall

- (i) notify the Disclosing Party promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the Disclosing Party's confidential information by any person or entity which may become known to the Receiving Party;
- (ii) promptly furnish to the Disclosing Party full details of the unauthorized possession, use or knowledge, or attempt thereof;
- (iii) use reasonable efforts to assist the Disclosing Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;
- (iv) use reasonable efforts to cooperate with the Disclosing Party in any litigation and/ or investigation against third parties deemed necessary by the Disclosing Party to protect its proprietary rights;
- (v) promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of confidential information;
- (vi) comply with the directives of authorized agencies of Government of India, through appropriate technical configurations and custom modifications to achieve compliance as sought by them from time to time; and
- (vii) extend its services as may be required, at least once annually, during the Information Security audits.

**e. Unauthorized Disclosure of Information:**

If it appears that the Receiving Party has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Disclosing Party shall be entitled to an injunction to restrain the Receiving Party from disclosing, in whole or in part, the Confidential Information. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, subject to suitable notice of the same to Receiving Party and Receiving Party wilfully neglecting such notice or duties under the Agreement after such notice including a claim for losses and damages.

**f. Exceptions:**

The following shall not be considered as Confidential Information:

- (a) Any information that the Receiving Party can show by documentary evidence was in its possession prior to the disclosure to it hereunder; or
- (b) Any information that comes into the possession of the Receiving Party's Representatives, from another party who is under no obligation to the other to maintain confidentiality of such information; or
- (c) Any information that becomes generally known other than through the fault of the Receiving Party,
- (d) Any particular portion of the Confidential Information which was developed by Receiving Party's Representatives independently of and without reference to any Confidential Information or other information that the Disclosing Party has disclosed in confidence to any third party.
- (e) Information available in the public domain whether in tangible or intangible form.
- (f) Information that is not proprietary or confidential to the Disclosing Party but an information received from third party not connected to the Project.
- (g) Information that has not been marked by the Disclosing Party as "Confidential".

The burden of proving these exceptions to the provisions of this Agreement resides with the Receiving Party.

**4. Remote Support:**

Remote Support shall be permitted only as per SECI ISO27001 Policy and Procedures. Further, remote support will only be permitted from within geographical boundaries of India. SECI reserves the right to only permit the remote support with the presence of SECI's authorized representative at the remote end.

**5. Compelled Disclosure:**

In the event that Receiving Party or any of Receiving Party's Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents) to disclose any of the Confidential Information to the authorities as per mandatory law, it is agreed that Receiving Party or Receiving Party's Representatives, as the case may be, will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party grants a waiver hereunder, Receiving Party or Receiving Party's Representatives may furnish that portion (and only that portion) of the Confidential Information which Receiving Party is legally compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded any Confidential Information so furnished.

**6. Information Security Audit:**

SECI reserves the right to undertake a second party/ third party Information Security Audit at any point as may be required, to ascertain the risk/ vulnerability/ threats and the Contractor agrees to take necessary corrective measures in-situ or within a defined time frame, as the case may be.

**7. Term and Termination:**

This Agreement shall be valid during the contractual period w.e.f. the date of signing of the main contract agreement.

**8. Return of Confidential Information:**

Upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all written materials/ digital media containing the Confidential Information to the extent possible by the Receiving Party. The Receiving Party shall also deliver to the Disclosing Party written statements signed by the Receiving Party certifying that all materials have been returned within ~~five (5)~~ thirty (30) days of receipt of the request. Any unreturned Confidential Information shall be required to be maintained with similar confidentiality obligation for 10 years or as per applicable law, whichever is longer.

**9. Remedies:**

Receiving Party acknowledges that money damages may be incalculable and an insufficient remedy for any breach of this agreement by Receiving Party and that any such breach may cause Disclosing Party irreparable harm. Accordingly, Receiving Party also agrees that, in the event of any breach or threatened breach of this Agreement, Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

**10. Relationship of Parties:**

Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership or joint venture.

**11. No Grant of Proprietary Rights:**

The Receiving Party recognizes and agrees that, except as expressly and specifically set forth in this agreement, nothing herein shall be construed as granting any proprietary right, by license, implication, estoppel or otherwise, to any of the Disclosing Party's, confidential information, trade mark, trade name or to any invention or any patent right that has issued or that may issue based on such confidential information. All information disclosed is provided "as is" without any warranties of any kind.

**12. Governing Law:**

This Agreement shall be governed by and interpreted in accordance with the Indian laws without regard to its conflict of law principles. In particular, the provisions of Information Technology Act 2000, and rules framed thereunder shall be applicable. Further the outline of system level requirements shall be in conformance to IS:16335-2015 standard. The applicable Information Security Policy shall be the ISO-27001:2013 policy and procedures of SECI as modified from time to time.

**13. Jurisdiction and Venue:**

In connection with any litigation arising hereunder, Parties hereby

- (i) irrevocably and unconditionally submit to the exclusive jurisdiction of courts in Delhi and
- (ii) Further that disputes if any, shall be dealt with as per the provisions of the dispute settlement clause mentioned in the contract.

**14. General Provisions:**

- (a) This Agreement sets forth the entire understanding of the Parties regarding confidentiality. Any amendments must be in writing and signed by both parties.
- (b) This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement and no Party shall have the authority to bind the other without the separate prior written agreement thereof.
- (c) This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the Parties with the same effect as if all the signatures were upon the same ~~instrument~~

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement at ..... by their duly authorized representatives as of the date first set forth above.

**Solar Energy Corporation of India Limited**

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

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

**Name:**

**Name:**

**Title**

**Title:**

**SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION**

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

**GENERAL**

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

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

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

**INSTRUCTIONS**

**Tender/RfP Bidding Methodology:**

Sealed Bid System

Single Stage Two Envelope

Auction

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

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

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

10. Respond to SECI Post-TOE queries
11. Participate in e-Reverse Auction if invited

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

### Digital Certificates

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

### Registration

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

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

### Important Note:

1. Interested bidders have to download official copy of the Tender & 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 Tender and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Centre’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

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

<b>ISN-ETS/ Helpdesk</b>	
<b>Telephone/ Mobile</b>	<i>Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i>

<b>Email-ID</b>	<a href="mailto:support@isn-ets.com">support@isn-ets.com</a> [Please mark CC: <a href="mailto:support@electronic tender.com">support@electronic tender.com</a> ]
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### **Some Bidding Related Information for this Tender (Sealed Bid)**

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

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

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

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

### **Internet Connectivity**

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

### **SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS**

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

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

**CAUTION:** All bidders must fill ElectronicForms<sup>®</sup> for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms<sup>®</sup> and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms<sup>®</sup> is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in

the ElectronicForms<sup>®</sup>, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms<sup>®</sup> and the ‘Main-Bid’, the contents of the ElectronicForms<sup>®</sup> shall prevail.**

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

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

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

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

### **OTHER INSTRUCTIONS**

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

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

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

### **SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS**

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of RfP 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 RfP documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of RfP documents.

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

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

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

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Bid Processing Fee and Cost of RfP document, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

*While the first three instructions mentioned above are especially relevant to first-time users of*

*ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*

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

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

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

#### **Pre-requisite for participation in bidding process**

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

#### **Vendors Training Program**

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

## TERMS & CONDITIONS OF REVERSE AUCTION

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

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfP document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfP document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfP document.
6. If the Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
7. The Bidder shall not divulge either its Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a) Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Employer/Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last-minute hosting of the Financial Bid during reverse auction.
  - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
  - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
  - d) Technical and other non-commercial queries (not impacting price) can only be routed to SECI contact personnel indicated in the RfP document.
  - e) Order finalization and post order activities such issue of LOA, signing of Contract Agreement etc. would be transacted directly between successful bidder(s) and SECI.
  - f) NOA shall be placed outside the ETS e-portal & further processing of the NOA shall also be outside the system.
  - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding

process related queries, bidders are advised to contact the persons indicated in Annexure - A of the RfP document.

- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) SECI will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used:  
<https://www.bharat-electronictender.com>.

11. No queries shall be entertained while Reverse Auction is in progress.

### **BUSINESS RULES OF REVERSE AUCTION**

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

The following would be parameters for e-Reverse Auction:

<b>S. No.</b>	<b>Parameter</b>	<b>Value</b>
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

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

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

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

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

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

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

**SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

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

**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 benefit may be obtained or an obligation avoided.

A.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with its connivance or by its 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 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/ Contractor/ Consultant/ Bidder” is herein after referred 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 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 Engineer-in-Charge (EIC)/ 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 Guarantee submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor 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/O&M 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 Guarantee (CPG) in form of BG/PoI/Surety Bond 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 Employer/SECI for a period specified in para B 2.2 below from the date of issue of banning order.

**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 vendor/ contractor 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 Vendor/ Supplier/ Contractor/ 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 06 (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 SECI.

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

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

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

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

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

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

D.3.2.2 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.

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 an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of SECI or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

**E Debarment of Contractors/Bidders**

E.1 Registration of Contractors/Bidders and their eligibility to participate in Procurement Entity's procurements is subject to compliance with Code of Integrity for Public Procurement and good performance in contracts. Further, A bidder shall be debarred if it has been convicted of an offence-

i, a) under the Prevention of Corruption Act, 1988; or

b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

ii. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

iii. The Procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it

determines that the bidder has breached the code of integrity.

iv. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment

## **E.2 Definitions**

a) Firm: The term 'firm' or 'bidder" has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

b) Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

1. Whether the management is common;
2. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
3. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
4. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
5. All successor firms will also be considered as allied firms.

The terms “banning of firm”, ‘suspension’, ‘Black-Listing’ etc. convey the same meaning as of “Debarment”.

## **E.3 Orders for Debarment of a firm(s) shall be passed keeping in view of the following:**

- i) A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
- ii) Firms will be debarred if it is determined that the bidder has breached the code of integrity.
- iii) A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Procuring Entity, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide “Bid Securing Declaration (if applicable)” etc.

iv) It will only be applicable to all the attached/ subordinate offices of the procuring Entity/SECI issuing the debarment Order.

v) The procuring Entity/SECI before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

vi) procuring Entity/SECI that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same.

vii) The procuring Entity/SECI will maintain list of debarred firms, which will also be displayed on its website.

viii) Debarment is an executive function and should not be allocated to Vigilance Department.

ix) It is possible that the firm may be debarred concurrently by more than one Ministry/Department. Ministries/ Departments at their option may also delegate powers to debar bidders to their CPGUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for are to be kept in mind. Debarment by such bodies like CPGUs etc. shall be applicable only for the procurements made by such bodies. Similarly, Government e-Marketplace (GeM) can also debar bidders up to two years on its portal. In case of debarments, revocation of the debarment orders before expiry of debarred period should be done only with the approval of the CMD/MD.

#### **E.4 Other Provisions:**

i) No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

ii) If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

iii) Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.

iv) The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period

specified in Debarment Order. The names of partners should be clearly specified in the “Debarment Order”.

v) Debarment in any manner does not impact any other contractual or other legal rights of the procuring entity.

vi) The period of debarment shall start from the date of issue of debarment order.

vii) The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

viii) Ordinarily, the period of debarment should not be less than six months.

ix) In case of shortage of Contractors/Suppliers in a particular group, such debarments may also hurt the interest of procuring entity. In such cases, endeavour should be to pragmatically analyze the circumstances, try to reform the contractor/supplier and may get a written commitment from the contractor/supplier that its performance will improve.