

CENTRAL ELECTRONICS LIMITED

4, INDUSTRIAL AREA, SAHIBABAD – 201010 (U.P.)

Telephone: 0120-2895144/45

NOTICE INVITING EXPRESSION OF INTEREST

EOI No. C-2(b)/EOI/704/0388/2025

Date: 12.05.2025

Expression of Interest (EOI) is invited from the financially & technically capable parties having relevant experience as **EPC contractor for carrying out the work related to Engineering, Procurement & Construction (EPC) activities for the purpose of empanelment of selected EPC Contractors for awarding the work related to “Solar Photovoltaic (SPV) System”** (e.g. Solar PV Power Plant, Solar Home Lighting System, Solar Street Lighting System, Solar Water Pumping Systems etc.) for timely execution of those projects awarded to CEL according to the scope of work and terms of this EOI.

Interested applicants who fulfill the criteria are requested to submit their EOI in prescribed format along with all supporting documents/credentials **ONLINE** on www.etenders.gov.in.

Interested applicants may view and download the EOI document containing the detailed information, free of cost from the website www.etenders.gov.in or www.celindia.co.in.

Applications are to be submitted ONLINE only on www.etenders.gov.in.

This Notice for Inviting EOIs shall be perpetually open up to: 31/03/2026 up to 15:00 Hours.

EOIs received will be opened on 15th and last working day of every month.

For CENTRAL ELECTRONICS LIMITED

Sd-
Deputy General Manager
Materials Management Division
Central Electronics Limited,
4, Industrial Area, Saur Urja Marg, Sahibabad–201010(UP) INDIA

For any clarifications: spv@celindia.co.in

A- INTRODUCTION:

Central Electronics Limited (CEL) is a Mini Ratna, government of India enterprises under the DSIR (Deptt. of Scientific & Industrial Research) of “Ministry of Science & Technology”, Govt. of India. CEL is a pioneer in the country in the field of Solar Energy and has developed state of the art production technology indigenously with own R & D efforts. CEL has contributed significantly towards “National Solar Electrification Programme” for last 48 years. CEL is also a regular exporter of solar products to European, African and Asian countries. Central Electronics Limited, Sahibabad is interested to promote, expand and implement timely execution of the business in the field of Solar Photovoltaic (SPV) Systems (e.g. SPV Power Plant, HLS, SLS, Solar Water Pumps, etc.) by engaging experienced EPC Contractors.

B- EXPRESSION OF INTEREST

Expression of Interest (EOI) is invited from the financially & technically capable parties having relevant experience as EPC contractor for carrying out the work related to Engineering, Procurement & Construction (EPC) activities for the purpose of empanelment of selected EPC Contractors for awarding the work related to “Solar Photovoltaic (SPV) System” (e.g. Solar PV Power Plant, Solar Home Lighting System, Solar Street Lighting System, Solar Water Pumping Systems etc.) for timely execution of those projects awarded to CEL according to the scope of work and terms of this EOI. The bidder shall be empaneled in 3 categories A, B & C based on the criteria given in Table 1 --

Table 1: Eligibility Criteria of Turnover and Solar EPC Experience in last 3 years (FY 2022-23, 2023-24 and 2024-25)

Bidder Category	Turnover	Total Min. Solar EPC Experience/SITC* of Solar Photovoltaic (SPV) Systems
A	Average Turnover greater or equal to Rs. 100 Cr.	More than 10 MWp in SPV Power Plants or > 5 MWp in SPV Power Plant and > 5 MWp in Solar SLS, Solar HLS, Solar WPS etc.
B	Average Turnover greater or equal to Rs. 50 Cr and less than Rs. 100 Cr.	More than 5 MWp in SPV Power Plants or > 2.5 MWp in SPV Power Plant and > 2.5 MWp in Solar SLS, Solar HLS, Solar WPS, etc.
C	Average Turnover greater or equal to Rs. 5 Cr and less than Rs. 50 Cr.	1 MWp in SPV Power Plants or > 500 KW in SPV Power Plant and > 500 KW in Solar SLS, Solar HLS, Solar WPS, etc.

*Supply, Installation, Testing and Commissioning. SLS – Street Lighting system, HLS – Home Lighting Systems, WPS- Water pumping system.

Note:

- The parties should provide the ITR, audited Balance Sheet and Profit & Loss Account (duly attested by CA) for last 3 financial years (FY 2022-23, 2023-24 and 2024-25). In case audited balance sheet of FY 2024-25 is not

available, then the provisional balance sheet of FY 2024-25 duly signed by Chartered Accountant may be submitted.

2. The parties should provide details of their experience of Solar EPC Contractor (for works such as design, engineering, supply, installation, testing and commissioning of Solar PV systems) for last three financial years along with copies of purchase orders (POs) and their completion certificates only from any Govt. Department/Govt. Institutions/PSU/Private companies/Educational Institutions as per Table 2:

Table 2: Solar EPC Experience Summary

S. No.	Financial Year	Solar EPC Experience						
		Power Plant	Home Lighting (1)	Street Lighting (2)	Lantern (3)	Solar WPS (4)	Other Solar Systems (5)	Total (1 to 5)
1.	2022	a. On Grid kWp: Rs.	Nos.	Nos.	Nos.	Nos.		
	2023	b. Off Grid kWp: Rs.	kWp	kWp	kWp	kWp		
2.	2023	a. On Grid kWp: Rs.	Nos.	Nos.	Nos.	Nos.		
	2024	b. Off Grid kWp: Rs.	kWp	kWp	kWp	kWp		
3.	2024	a. On Grid kWp: Rs.	Nos.	Nos.	Nos.	Nos.		
	2025	b. Off Grid kWp: Rs.	kWp	kWp	kWp	kWp		

Separate Annexures must be filled for the followings:

- (i) Govt. sector, Central, State Govt. Departments, Govt. Institutions, PSU.
- (ii) Others i.e. Private companies and Educational Institutions.

The Work/Purchase Order (PO) no. & date, capacity, details of work and date of completion/commissioning should be mentioned on the Completion Certificates for proper linkage with the PO. Both PO and its respective completion certificates are required to be submitted.

3. Based on the criteria outlined in Table 1 and supported by the requisite documentation, applicants shall be classified into Categories A, B, or C. The final category assigned to each empanelled EPC contractor will correspond to the lower category achieved under the turnover criteria or solar EPC experience criteria.

For example, if an applicant qualifies for Category 'B' based on turnover and

Category 'A' based on solar EPC experience, the final empanelment category will be Category 'B'

4. For participating in EOI, vendor has to submit non-refundable processing fees of Rs.59,000/- (Rs.50,000/- plus GST @ 18% = Rs.9,000/-).
5. SD will be required to be submitted on case-to-case basis after floating of tender for award of contract.
6. The validity of empanelment will be initially for 1 year and can be renewed based on performance of vendors & other eligibility criteria. The decision of CEL will be final and binding in this regard.
7. Account details for submitting processing fees through NEFT/RTGS are given below:
Beneficiary Name: Central Electronics Limited
Beneficiary Account Number/IBAN: 87761250000014
Beneficiary Bank MICR Code: 110015643
Beneficiary Bank IFSC Code: CNRB0006999
Beneficiary Bank Name: Canara Bank
Beneficiary Bank Address: Ground Floor 16 DCM Building, Barakhamba Road, Delhi-110001
8. Limited tenders would be subsequently issued from the empaneled EPC Contractors (as on the date of floating of the Tender) for EPC work, as per requirements, as & when they arise and order (s) would be awarded to the lowest quoting bidders. The scope, terms and conditions of the work/purchase orders will be based on the scope, terms and conditions of the tenders. However, CEL reserves the right to float an open tender also, if required.
9. If an eligible empaneled EPC contractor does not participate in two consecutive limited tenders floated by CEL, then their empanelment may be cancelled.
10. The empanelled EPC Contractors is eligible to bid in limited tenders either of their empanelled category or lower categories. Illustration for the same is given below:

Illustration: If the applicant is empanelled under Category 'B'. The applicant empanelled under Category 'B' can bid for tenders floated under Category 'B' and Category 'C'. Likewise if the applicant is empanelled under Category 'A'. The applicant empanelled under Category 'A' can bid for tenders floated under Category 'A', Category 'B' and Category 'C'
11. The maximum value of a single purchase order issued to the empaneled EPC contractor by CEL will not exceed three times the bidder's average turnover in the last three financial years. However, there is no restriction on the maximum value of cumulative purchase orders within a year.
12. The EPC Contractor may apply for category upgradation/continuation of empanelment by submitting written application along with the required

documents of updated turnover, EPC experience etc.

13. If EPC contractor fails to execute the works in full or part as per the terms and conditions of the tender or in case of any delay in execution of the order beyond the stipulated time schedule including any extension permitted in writing or there is any short-fall in performance without any force majeure then their empanelment may be cancelled and other actions may be taken as per tender terms & conditions.

C- SCOPE OF WORK:

The scope of work is mainly related to Engineering Procurement & Construction (EPC) activities (such as design, engineering, supply, installation, testing and commissioning) in Solar Photovoltaic Power Projects completely or partly as per requirement of the project. The scope of work mainly covers the following activities—

1. Site Survey
2. Specification/Engineering drawing of all input material shall be prepared by the party and shall be submitted to CEL for approval. Staad-Pro Analysis shall be done for all structural drawings and the drawings shall be certified by Chartered Engineer.
3. To prepare & submit Bill of Material to CEL for approval before supply of material at site as per the requirement meeting international quality standards/MNRE's guidelines.
4. To arrange pre-dispatch inspection by CEL officials as & when required.
5. To deliver the material at sites & to arrange for safe storage at the site.
6. To co-ordinate with customer for verification of supply of equipment and early realization of the related payment from Government agencies and customer.
7. To ensure satisfactory performance of the systems during warranty period as well as during the maintenance period.
8. To update CEL regarding performance of the installed systems and submit report in this respect as & when required by CEL and also at the end of warranty period specified in the tender document.
9. Materials, wherever supplied, shall be of latest quality. Workmanship shall be neat & clean without any blemish.
10. Ensuring the satisfactory performance of the items / works carried out for the warranty period. EPC vendor shall submit QMR during warranty / AMC period. In case of any defect the party shall immediately replace/repair the part at their own cost for smooth operation of the plant.
11. The party shall get all the utilities required to complete the work directly

or through the customer. No payment on this account shall be paid by CEL.

12. CEL's liability towards the maintenance of the system shall be covered by the party for the warranty period.
13. Conducting training program for users during installation & commissioning and during warranty period too.
14. The party shall ensure the insurance of material & system at site at their own cost.

D- PRE-QUALIFICATION CRITERIA

- 1.0 The parties must have required turnover with minimum Solar EPC Experience in last 3 years (FY 2022-23, 2023-24 and 2024-25) as mentioned in Table 1 and satisfactory discharge of AMC obligation of at least one year.
- 2.0 The parties shall be categorized by CEL on the basis of their turnover and experience as mentioned in Table 1.
- 3.0 The party must be capable of taking up Design, Engineering, Supply, Installation, Testing and Commissioning with operation & maintenance of the system.
- 4.0 The party must have technically experienced & sufficient manpower for successful & timely execution of the entire solar power plants of various capacities including on turnkey basis in different locations of the country & abroad.
- 5.0 The party must have valid ISO: 9001:2015 certification.
- 6.0 In case of consortium, the parties shall collectively meet the complete criteria/requirement of EOI. Parties shall necessarily identify and submit their consent of the lead partner in their consortium agreement. The consortium agreement is to be submitted as per the format attached as Annexure-C.

E- INFORMATION AND INSTRUCTIONS FOR APPLICANTS / PARTIES:

1.0 General:

- 1.1 All information regarding the various enclosures should be listed in a covering letter.
- 1.2 Each page of the EOI document must be signed by the authorized signatory of the firm.
- 1.3 All information required as mentioned in the EOI should be furnished by the Applicant. If for the reason not mentioned, any information is to be provided in a separate sheet and this fact should be mentioned against the relevant point. If no information is to be provided, a 'nil' or 'no such case' entry should be made. If any particular/query is not applicable in case of

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the APPLICANT it should be stated as NA or Not Applicable.

- 1.4 The APPLICANTS may furnish any information, which may be necessary to establish its capability and helpful in completing envisaged work.
- 1.5 If any information furnished by the APPLICANTS is found to be incorrect either immediately or at a later date it would render him liable for termination of the contract at their risk and cost.
- 1.6 The EOI document duly completed and signed should be submitted in a sealed cover super scribing "EOI No. & Expression of Interest for EPC contracts – Solar PV Projects"
- 1.7 CEL may ask the Applicants to produce original copy of any document for verification.

2.0 Definitions:

In this document the following abbreviations and expressions have the meaning hereby assigned to them as follows:

- 2.1 **CEL:** means CENTRAL ELECTRONICS LIMITED, 4, INDUSTRIAL AREA, SAHIBABAD (U.P.).
- 2.2 **APPLICANT / PARTY:** means the individual, proprietary firm, firm in partnership, limited company private or public or corporation with experience as EPC Contractor in Solar PV Power plants.
- 2.3 **EOI:** means Expression of Interest for EPC contracts - Solar Power Plants / Systems.

3.0 Final Decision-Making Authority

CEL reserves the right to accept or reject any application and to finalize the pre- qualification process and reject all applications at any time, without assigning any reason or incurring any liability to the APPLICANT.

4.0 Particulars

- 4.1 This should not be treated as a commercial tender document and parties are advised not to offer their prices or include any financial aspect with the response to EOI.
- 4.2 CEL reserves the right to restrict the list of pre-qualified parties/APPLICANTS to any number deemed suitable by it.
- 4.3 Even though APPLICANTS may satisfy the above requirement, they would be liable to disqualification if they have:
 - a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the EOI pre-qualification document.
 - b. Record of poor performance such as abandoning work, not properly

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completing the contract, financial weakness, not having technically experienced & sufficient manpower etc.

5.0 Agreement & Security

- 5.1 After evaluation of EOI, a list of successfully empaneled EPC Contractors/parties will be prepared as per CEL's norms. CEL reserves the right to cancel empanelment of party not meeting the above criteria.

6.0 Award Criteria

- 6.1 CEL reserves the right, without being liable for any damages or obligations to inform the APPLICANTS to:
- a. Amend the scope, requirement of the EOI and agreement.
 - b. Reject any or all the applications without assigning any reason.

7.0 Other Information:

- 7.1 CEL reserves the right to further shortlist for final selection from the empaneled parties for various assignments.
- 7.2 This notice does not constitute and will not be deemed to constitute any commitment on part of CEL for any purchase / work order.
- 7.3 Furthermore, this notice does not confirm any right to any party to participate in the future proposed tenders of CEL as tenders floated by CEL are governed by separate terms & conditions and eligibility criteria.
- 7.4 CEL also reserves the rights to accept/reject any offer at any stage of the process and/or modify the process or any part thereof or to vary terms at any time without giving any reason.
- 7.5 CEL reserves the right for verification of any original documents of the EOI application submitted. CEL reserves the rights to visit the premises of applicant and verify facts. CEL may also get confirmation/verification from customers of the applicant regarding works completed by the applicant and/or seek information virtue for CEL.

8.0 Checklist of documents given below that must be submitted as part of EOI:

- | | | |
|-----|--|--------------------------|
| 8.1 | Filled up Format for Solar EPC Vendor Data Registration, financial background and manpower details as per format at Annexure-A. | ☐ |
| 8.2 | Copy of Company Registration, GST registration, PAN Card, certificate of MSME, NSIC etc. | ☐ |
| 8.3 | Audited Balance Sheets and Profit & Loss account (duly attested by CA) for last 3 financial years (FY 2022-23, 2023-24 and 2024-25). | ☐ |
| 8.4 | ITRs for AY 2022-23, 2023-24 and 2024-25. | ☐ |
| 8.5 | Work/Purchase orders (PO) of Solar EPC Experience as per Table 1 & Table 2. | ☐ |



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- 8.6 Completion Certificates of the works executed against each of the Work/Purchase orders (PO) of Solar EPC Experience submitted against Clause no. 8.5 above. ☐
- 8.7 Completion Certificate for satisfactory discharge of AMC/O&M obligations of at least 1 year from the date of commissioning. ☐
- 8.8 Technical catalogue, literature and approval / registration certificate, if any, required as per details in the EOI. ☐
- 8.9 Name and Designation of the individual authorized to act for the organization along with authority letter duly signed by competent authority of the applicant's company/firm not below the rank of Director. ☐
- 8.10 Self-declaration to be submitted on company's letter head by an authorized person of the applicant's company/firm not below the rank of Director for the following:
- 8.10.1 Was the applicant's company/firm ever required to suspend the works for a period of more than six months continuously after award of work? If so, give the name of the project and the reasons of suspension of work. ☐
- 8.10.2 Has the applicant's company/firm or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give the name of the project and reasons for abandonment. ☐
- 8.10.3 Has the applicant's company/firm or any constituent partner in case of partnership firm, ever been debarred/black listed/defaulted by any State Govt. Dept. / Govt. of India, agency/ PSUs/ Corporate(s)/institution/agencies/any funding/ partner agency/autonomous organizations/private companies at any time? Provide details as per Annexure-B. ☐
- 8.11 Test certificate for the product related to Solar PV Systems, Copy must be attached, if any. ☐
- 8.12 Valid ISO: 9001:2015 certificate must be submitted. ☐
- 8.13 All documents must be self-attested by the applicant. ☐
- 8.14 Any other information considered necessary but not included above. ☐
- 8.15 In case of consortium, the consortium agreement as per format given in Annexure-C. ☐

Submission of EOI:

Interested applicants who fulfill the criteria are requested to submit their EOI in prescribed format along with all supporting documents/credentials **ONLINE** on www.etenders.gov.in.

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EOIs received shall be opened on 15th & last working day of every month and will be evaluated.

IMPORTANT

Before submission of their EOI, applicants are requested to ensure that they fulfill all the criteria given here above. They should submit all the relevant documents with their EOI. If they fail to submit the same, their EOI shall be rejected forthwith.

Format for submission of Vendor Data

1.	Name of vendor			
2.	Registered Address			
	Postal Code		Company's Year of Establishment	
	Company's nature of business		Company's Legal Status	
	Registration No.		Phone:	
	Fax No.		Website:	
	Name of Proprietor/ CEO/Chairman			
	Phone/Mobile No.			
	Email id			
3.	Factory Address			
	Phone No.			
	Fax No.			
	Email id			
4.	Delhi/NCR Address (if any) #			
	Phone No.			
	Fax No.			
	Email id			
5.	Correspondence Address			
6.	Name of Contact Person for this tender			
	Designation			
	Date of Birth			
	Phone/Mobile no.			
	Fax No.			
	Email id			
7.0	GST related information			
7.1	GST No.			
8.0	Income Tax related information			
8.1	PAN No.			
8.2	PAN reference no. (in case PAN applied for)			
8.3	PAN Status (in case			

	PAN applied for)	
9.	Registration No. with Directorate of Industries	
10.	SSI/MSE Reg. No. (if Small Scale Industrial Unit)	(Please enclose certificate from DIC/NSIC along with Certificate from registered CA with value of plant and machinery)
10.1	*Is MSE/SSI is ST/SC?	Yes / No (If Yes please enclose relevant certificate as proof)
10.2	*Is MSE/SSI is owned by woman?	Yes / No (If Yes please enclose relevant certificate as proof)
11.0	Bank related information	
11.1	Bank name	
11.2	Branch name	
11.3	Bank address	
11.4	Bank phone no.	
11.5	Bank fax no.	
11.6	Bank MICR Code	
11.7	RTGS-IFC Code	
11.8	Account type	
11.9	Account no.	
11.10	Swift Code	

**Must be answered invariably*

Correspondence with respect to this tender may be addressed to Mr/Ms

at email idand mobile no.....

I/We accept that CEL may send SMS and/or email regarding this tender/any other tender, award of contract, purchase order(s) and/or any other information on any/all mobile nos. mentioned in this vendor data sheet.

I/We certify that the information given herein is correct to the best of my knowledge and belief.

Signature of Proprietor/CEO/Chairman

Seal of the company/concern

FINANCIAL BACKGROUND

1. Investment in Plant and Machinery: _____
2. Investment in Building and Infrastructure: _____
3. Funds available for meeting working capital: _____
4. **Source of funds:**
 - a. Own Capital: _____
 - b. Borrowed Capital: _____

DETAILS OF MANPOWER

1. General:

Technical	Nos.	Non-Technical	Nos.
Graduate Engineers		Graduates	
Diploma Holders		Other Staff	
ITI		Total Employees	

2. Activity wise:

Department	Managers	Engineers	Supervisors	Workers		
				Skilled	Semi-Skilled	Un-Skilled
Project Execution						
Manufacturing						
Design						
Quality						
Production						
Purchase/Supply						
Store						
Others						
Total						

UNDERTAKING

(Signed & stamped by an authorized person of the bidder's company / firm and duly notarized to be submitted)

1. We, M/s _____ hereby give undertaking that our firm is not debarred/ black listed by CEL / any Department under Ministry of science & technology and name of our firm does not appear in the list of debarred firms displayed by DoE, Central public procurement portal (CPPP) & GeM as on date. We understand the provisions of OM No.F.1/20/2018-PPD dated 2nd November 2021 issued by Department of Expenditure, Ministry of Finance, Government of India, which are acceptable to us.

2. We, M/s _____ hereby declare that our firm is currently debarred/ black listed by the following Ministry/Department/PSU/Organization of Central or State Government –

#	Name of the Ministry /Department/ P S U/Organization of Central or State Government	Debarred/ black listed Letter Ref. No.	Debarred/ black listed up to
1			
2			

3. We, M/s _____ hereby give undertaking that during the tenure of our agreement with CEL we will immediately inform CEL about debarment/ black listing of our firm by the any Ministry/Department/PSU/Organization of Central or State Government.

Date:

Signature of Authorized Person

Place:

Name:

Designation:

Seal:

Consortium Agreement

This consortium agreement (the "Agreement") is made and executed on _____ Day of _____ Month, 2025 for EPC contractors for carrying out the work related to Engineering, Procurement & Construction (EPC) activities for the purpose of empanelment of selected EPC Contractors for awarding the work related to "Solar Photovoltaic (SPV) System" (e.g. Solar PV Power Plant, Solar Home Lighting System, Solar Street Lighting System, Solar Water Pumping Systems etc.) for timely execution of those projects awarded to Central Electronics Limited, a company registered under Companies Act, 1956, having its registered office at **823, 8th Floor, Ansal Vikas Deep Building, Plot No. 18, District Centre, Laxmi Nagar, Delhi-110092** (herein after referred to as "CEL"), by and between:

THE COMPANY/FIRMS/SOLE PROPRIETORSHIP _____ having its principal place of business at _____ (herein, after referred to as "Bidder")

AND

M/s _____ a company / firm/proprietorship having its registered office at _____, herein after referred to as "Party" (Herein after referred to individually as PARTY and collectively including Bidder as "PARTIES" and as "consortium")

WHEREAS CEL has issued to the said consortium the document (EOI/RFP) No. _____ dated for EPC contractors for carrying out the work related to Engineering, Procurement & Construction (EPC) activities for the purpose of empanelment of selected EPC Contractors for awarding the work related to "Solar Photovoltaic (SPV) System" (e.g. Solar PV Power Plant, Solar Home Lighting System, Solar Street Lighting System, Solar Water Pumping Systems etc.) for timely execution of those projects awarded to Central Electronics Limited.

AND WHEREAS the CEL has been assured by the PARTIES that:

- a. Bidder shall be the leader of the consortium for the contract;
- b. The PARTIES jointly meet the eligibility criteria for tender/RFP/EOI No. _____ dated _____ as per CEL;
- c. The PARTIES shall coordinate their resources in such a way that they will jointly & severally fulfill the requirements of the CEL as per EOI;
- d. M/s _____ and M/s _____ shall be jointly and severally liable for the execution & compliance under this and subsequent contract agreement;
- e. "CONTRACT" is the final agreement between CEL and the bidder.

NOW THEREFORE, the PARTIES have entered into the following consortium agreement (the 'Agreement') on _____ Day _____ Month _____ to which the parties witness as follows:

1. The PARTIES, each having its own expertise and each as a separate legal entity, shall join their efforts in order to make the consortium successful;
2. Leader of the Consortium (i.e. Bidder) shall be overall responsible for all the contractual obligations as per tender/RFP. But the Leader and other parties of the consortium will be jointly and severally liable for the execution of the CONTRACT and shall also be liable jointly and severally for damages in accordance with the CONTRACT terms.
3. The leader of this consortium shall be responsible for overall coordination of the scope of work of the PARTIES and of overall execution of the CONTRACT. However, each PARTY shall remain liable towards the other PARTY for contract execution and for its actions and deficiencies.
4. The parties undertake to co-operate with each other according to the principles of good faith and to refrain from acting in any way that may contravene good faith and to refrain from acting in any way that may contravene aims and objectives of this agreement and to make reasonable effort in order to prevent or minimize any possible disadvantage for the other. The cooperation of the PARTIES under the agreement is on mutually exclusive basis. Therefore, no PARTY shall in any way whether directly or indirectly - coordinate or tie up with any new person, company or firm for the subject matter of this agreement.
5. Each PARTY shall bear its costs, incurs for the offer prepared and will be fully responsible and liable for the complete performance of the CONTRACT and this agreement. This includes but is not limited to the liability of the PARTIES under the CONTRACT and under this agreement and each PARTY's liability for damage from its non-performance, defective, faulty or delayed performance of the PARTY as per the provision of the CONTRACT. Each party shall bear all related costs, charges and risks as shall be agreed in the CONTRACT.
6. All matter and any disputes shall be governed by the law of India (both substantive and procedural) for the time being in force and shall be subject to exclusive Jurisdiction of the courts at Delhi / Uttar Pradesh.
7. This Agreement shall become effective upon signature by the' PARTIES and shall remain in full force and effect until all obligations, liabilities and warranties undertaken given by the PARTIES in connection with the present agreement have been settled.
8. This consortium agreement shall be co terminus with the CONTRACT signed between CEL and bidder.
9. Any matter, which is not stipulated in the Consortium agreement, shall be settled in good faith by discussion among the parties in the spirit of understanding and co-operation.
10. None of the PARTIES shall have the right to introduce a new party or consortium parties or to assign or in any way transfer any of its rights or obligations under this agreement to any other company, firm or person during the tenure of the CONTRACT.
11. The Consortium will nominate/authorize a representative who will have the authority to conduct all business for and on behalf of all the partners of the Consortium during the

bidding process and, in the event the Consortium is awarded the CONTRACT, during CONTRACT execution.

12. It is agreed to authorize the lead bidder of this consortium agreement to submit & sign the techno- commercial proposal (i.e. the technical and the financial part of the bid) on the behalf of this consortium.
13. Notices and other communications under this Consortium agreement shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the Consortium agreement.
14. Each PARTY shall be responsible to comply with the applicable laws and rules of the land for their own personnel and property.
15. PARTIES agree to be fully responsible for the successful execution/performance of the CONTRACT in accordance with the terms of the Contract. In case of any breach of the said CONTRACT by any of the PARTIES of the consortium, liability shall be borne by the PARTIES jointly and severally.
16. The consortium undertake & declare that:
 - a. We accept all the terms & conditions of the tender/EOI/RFP for which this agreement is signed.
 - b. We jointly qualify the EOI eligibility criteria.
 - c. The consortium jointly is meeting all the other eligibility criteria.
 - d. The parties of this consortium are not the parties of any other consortium, for submission of proposal against this EOI.
 - e. We are submitting the consortium agreement as per the EOI.
 - f. We certify the documents submitted by us in the response to said EOI are authentic and true. We undertake to accept all EOI /RFP/CONTRACT terms. We certify that we have read and accepted all the terms and conditions of this EOI and its corrigendum (if any) and we have submitted the EOI document according to the EOI conditions
 - g. We unconditionally accept the terms & conditions of this EOI

Signed on this _____ day of _____ of the year 2025 by the authorized representatives of

Firms Name: M/s

Firms Name: M/s

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date: