



Solar Energy Corporation of India Ltd.

भारतीय सौर ऊर्जा निगम

(A Government of India Enterprise)

**REQUEST FOR SELECTION (RfS) DOCUMENT
FOR
SELECTION OF WIND POWER DEVELOPERS FOR
SETTING UP OF 2000 MW
ISTS-CONNECTED WIND POWER PROJECTS IN
INDIA UNDER TARIFF-BASED COMPETITIVE
BIDDING
(TRANCHE-IX)**

RfS No. SECI/C&P/WPD/2000MW/T9/RfS/032020

Dated: 20.03.2020

ISSUED BY

**Solar Energy Corporation of India Ltd
1st Floor, D-3, A-Wing, District Centre,
Prius Platinum Building, Saket, New Delhi-110017
Tel No. 011-71989200
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Tender Search Code (TSC) in ISN-ETS Portal: SECI-2019-TN000011

(This document, along with standard PPA and PSA documents replace the RfS, PPA and PSA documents issued vide RfS No. SECI/C&P/WPD/1200MW/T9/RfS/092019 dated 20.09.2019 including their subsequent amendments and clarifications)

DISCLAIMER:

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given by the prospective bidders to this office immediately. If no intimation is received from any Bidder within **20 (twenty) days from the date of issuance of the RfS documents**, it shall be considered that the RfS document is complete in all respect and has been received/acknowledged by the Bidders.
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this RfS document.
3. This RfS 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.

Place: New Delhi

Date: 20.03.2020

Bid Information Sheet

A brief snapshot of the RfS is as under:

Document Description	RfS document for Setting up of 2000 MW ISTS-Connected Wind Power Projects (Tranche-IX)
RfS No.& Date	SECI/C&P/WPD/2000MW/T9/RfS/032020 Dt: 20.03.2020
Broad Scope	Setting up of Wind Power Projects in India on “Build Own Operate” basis and selling the Wind Power to the SECI
Date of commencement of downloading of RfS document	20.03.2020
Pre-bid Conference / Clarification Meeting	As per the NIT on ISN-ETS Portal (in the office of SECI)
Last date & Time for a) Online Submission of Response to RfS and b) Submission of all documents as per Clause 3.25 A physically at SECI office, New Delhi	As per the NIT on ISN-ETS Portal
Online Bid Opening (Techno-Commercial)	As per the NIT on ISN-ETS Portal
Financial Bid Opening	Prior to start of Reverse Auction
Reverse Auction	Will be informed to eligible bidders
Date and Time for start of Reverse Auction	To be intimated by email
Cost of RfS Document (non-refundable)	Rs. 29500/- (inclusive of GST), to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order, along with the response to RfS in favour of “Solar Energy Corporation of India Ltd”, payable at New Delhi
Processing Fee (non-refundable)	Rs. 5 Lakh +18% GST for each project from 50 MW upto 99.9 MW, Rs. 15 Lakh + 18% GST for each project from 100 MW and above, to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to RfS in favour of “Solar Energy Corporation of India Ltd”, payable at New Delhi.
EMD	Earnest Money @ Rs. 6 Lakh / MW per Project is to be submitted in the form of Bank Guarantee along with the Response to RfS.

Name, Designation, Address and other details (For Submission of Response to RfS)	Pratik Prasun Manager (C&P) Solar Energy Corporation of India Ltd 1st Floor, D-3, A-Wing, District Centre, Prius Platinum Building, Saket, New Delhi-110017 Tel No. 011-71989256 Email – contracts@seci.co.in
Details of persons to be contacted in case of any assistance required	<ol style="list-style-type: none"> 1) Sh. Pratik Prasun Manager (C&P) Ph: 011-71989236 2) Sh. Biblesh Meena Dy. Manager (C&P) Ph: 011-71989284 3) Sh. Jayansh Gaur Executive Trainee (C&P) Ph: 011-71989284 jayansh.gaur@seci.co.in
<u>Important Note:</u> Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the https://www.bharat-electronictender.com. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification/amendments/clarifications etc. shall be updated on www.seci.co.in and the details will only be available from https://www.bharat-electronictender.com	

Section 1

INTRODUCTION, BACKGROUND & SCHEME DETAILS

Section 1

Introduction, Background & Scheme Details

1.1. INTRODUCTION

- 1.1.1. Solar Energy Corporation of India Ltd (hereinafter called “SECI”) is a 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.
- 1.1.2. SECI was designated as the nodal agency for implementation of MNRE scheme for setting up of 1000 MW ISTS connected Wind Power Projects vide F. No. 53/14/2016-WE dated 22.10.2016. The first wind bid auction under the aforesaid “scheme for setting up of 1000 MW ISTS-connected Wind Power Projects” was successfully concluded by SECI with record low price of Rs. 3.46 per unit of wind power. The prices discovered in this first wind auction is less than the average pooled power cost of many states. The Projects are in the completion stage, with majority of them having been commissioned as on date.
- 1.1.3. Overall, SECI has successfully concluded the selection of ISTS-connected Wind Power Projects in 8 tranches, for a cumulative capacity of 11400 MW.
- 1.1.4. Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects” vide Gazette Resolution dated 08.12.2017. These Guidelines have been formulated for procurement of wind power through transparent process of bidding under Section 63 of the Electricity Act, 2003. for long-term procurement of electricity through competitive bidding process, by the ‘Procurer(s)’, from grid-connected Wind Power Projects (‘WPP’), having (a) individual size of 5 MW and above at one site with minimum bid capacity of 25 MW for intra-state projects; and (b) individual size of 50 MW and above at one site with minimum bid capacity of 50 MW for inter-state projects. This Request for Selection document (hereinafter called RfS) has been prepared in line with the guidelines issued by MoP dated 08.12.2017 and subsequent amendments and clarifications thereof.
- 1.1.5. As part of the above scheme, SECI hereby invites proposals for setting up of ISTS-connected Wind Power Projects in India, on “Build Own Operate” basis for an aggregate capacity of 2000 MW. SECI has been designated as Trader for purchase and sale of wind power from such projects. SECI shall enter Power Purchase Agreement (PPA) with the successful bidders selected based on this RfS and Power Sale Agreement with the interested Buying Entities.

1.2. BACKGROUND

- 1.2.1. The wind power deployment in the country started in early ‘90s and with the conducive policy environment provided at Central and State level, this segment has achieved highest growth amongst the other renewable energy technologies. The present wind power installed capacity in the country is over 37 GW. Globally India is at 4th position in terms of wind power installed capacity after China, USA and Germany.

- 1.2.2. The Government of India has set an ambitious target of achieving 175 GW power capacity from renewable energy resources by 2022 and out of this 60 GW to come from wind power. The wind power potential in the country is assessed by the National Institute of Wind Energy (NIWE) at 100 meter above ground level, which is estimated to be over 302 GW.
- 1.2.3. The RfS provides for a transparent methodology for interstate sale of wind power at a price determined through competitive bidding and e-reverse auction process. This will not only facilitate the non-Windy States/UTs to fulfil their non-solar RPO but also boost investment in the sector thus achieving the goal of reaching 60 GW of wind power capacity by 2022.

1.3. OVERVIEW OF THE RFS FOR 2000 MW ISTS-CONNECTED WIND POWER PROJECTS

- 1.3.1. Wind Power Developers (hereafter referred to as WPDs) selected by SECI based on this RfS, shall set up Wind Power Projects on Built Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from ISN-ETS portal <https://www.bharat-electronictender.com>
- 1.3.2. SECI shall enter into PPA with the WPDs for a period of 25 years from the date as per the provisions of PPA, as per the tariff discovered through e-bidding followed by r-Reverse Auction under this RfS. The tariff so discovered shall be inclusive of all statutory taxes, duties, levies, cess etc. if applicable as on the last date of bid submission. It is clarified that any change in the rates of any Taxes after the last day of submission of the bid, including any duties and cess or introduction of any new tax made applicable for setting up the power project and supply of power from the Wind Power project by the WPD which have a direct effect on the Project, shall only be considered as change in law. However, Change in Law shall not include (i) any change in taxes on corporate income; or (ii) any change in any withholding tax on income or dividends.

The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on SECI for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. SECI does not however, give a representation on the availability of fiscal incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

- 1.3.3. Bidders shall submit their bid by offering a single tariff for all the Projects quoted for, which shall be applicable for the term of the PPA.
- 1.3.4. Buying Entities which require wind power to fulfill their non-solar RPO under respective RPO regulations will be eligible to buy wind power under this scheme. SECI shall sign PPAs with the WPDs at the respective tariffs discovered after e-reverse auction and back-to-back Power Sale Agreements (PSAs) with the Buying Entities at a pooled price of the total capacity allotted (rounded off to two decimal

places). The duration of the PPAs and PSAs shall be 25 years from the Scheduled Commissioning Date or from the date of full commissioning of the Projects, whichever is earlier.

1.3.5. No separate Central Financial assistance is envisaged for implementation of the projects selected under this RfS.

1.3.6 If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year after COD), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

1.4. SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS

1.4.1. The Projects to be selected under this RfS for aggregate capacity of 2000 MW to be installed anywhere in India, provide for deployment of Wind Power Technology. However, the selection of projects would be technology agnostic.

1.4.2. Projects under construction, projects which are not yet commissioned and projects already commissioned but not having any long-term PPA with any agency and selling power on short-term or merchant plant basis will also be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers. Enhancement and augmentation of already commissioned Projects, irrespective of their capacities will not be considered as eligible Project under this scheme.

Section 2

DEFINITIONS

Section 2

Following terms used in the document will carry the meaning and interpretations as described below:

Definitions

"Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

"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;

"Appropriate Commission" shall mean as defined in the PPA;

"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 as part of its response to the RfS issued by SECI;

"Bidder" shall mean Bidding Company (including a foreign company) or a Limited Liability Partnership (LLP) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/LLP/Bidding Consortium/Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;

"Bidding Consortium" or "Consortium" shall refer to a group of Companies that has collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;

"Buying Entity" means any Discom that requires wind power to fulfil its non-solar RPO under respective RPO regulations;

"Capacity Utilization Factor (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$;

"Chartered Accountant": For bidders incorporated in India, "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;

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“Commercial Operation Date (COD)” shall mean the date as defined in Clause 3.18;

“Contracted capacity” shall mean the AC capacity in MW contracted with SECI for supply by the WPD to SECI at the Delivery Point from the Wind Power Project, and shall be equal to the Project Capacity as defined;

“Contract Year” shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

- (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and
- (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the Term of the PPA.;

“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;

“Controlling shareholding” shall mean more than 50% of the voting rights and paid up share capital in the Company/Consortium;

“CTU” or “Central Transmission Utility” shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;

“Day” shall mean calendar day;

“Effective Date” shall mean the date as on 90th day from the date of issuance of Letter of Award, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;

“Equity” shall mean Net Worth as defined in Companies Act, 2013;

“Financial Closure or Project Financing Arrangements” means arrangement of necessary funds by the Project Developer towards 100% Project Cost either by way of commitment of funds by the company from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance;

“Guidelines” shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects” issued by the Ministry of Power vide Resolution dated 08.12.2017 including subsequent amendments and clarifications thereof.

“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 a financial institution, scheduled bank, foreign institutional investor, non-banking financial company, pension funds, sovereign funds and any mutual fund 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;

“Inter-connection/Injection/Delivery/Metering point” shall mean the point at 220 kV or above, where the power from the wind power project(s) will be injected into the ISTS substation (including the dedicated transmission line connecting the wind power Project with the substation system). Interconnection at 132 kV will be allowed exclusively in case the project is granted connectivity at an available bay of an existing ISTS substation, if any. Metering shall be done at this interconnection point where the power will be injected into. For interconnection with grid and metering, the WPDs shall abide by the relevant CERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time;

“Interested Parties” shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;

“InSTS” means Intra-State Transmission System.

“ISTS” means Inter-State Transmission System.

“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);

“Lead Member of the Bidding Consortium” or “Lead Member”: There shall be only one Lead Member, having shareholding not less than 51% in the Bidding Consortium, which cannot be changed till one year from the Commercial Operation Date (COD) of the Project;

“Letter of Award” or “LOA” shall mean the letter issued by Solar Energy Corporation of India Ltd (SECI) to the selected Bidder for award of the Project;

“Limited Liability Partnership” or “LLP” shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

“LLC” shall mean Limited Liability Company;

“Member in a Bidding Consortium” or “Member” shall mean each Company in a Bidding Consortium.

“Month” shall mean calendar month;

“Net-Worth” means the Net-Worth as defined in Section 2 of the Companies Act, 2013;

“Paid-up share capital” means the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

“Parent” means 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;

“Pooling Substation/Pooling Point” means a point where more than one wind power project may connect to a common transmission system. Multiple projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the developer(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV and above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual projects for the purpose of billing;

“PGCIL” or “POWERGRID” means Power Grid Corporation of India Limited;

“PPA” shall mean the Power Purchase Agreement signed between the successful bidder and SECI according to the terms and conditions of the standard PPA enclosed with this RfS;

“PSA” shall mean the Power Sale Agreement signed between SECI and Buying Entity according to the terms and conditions of the standard PSA enclosed with this RfS;

“Project” shall mean the wind power generation facility having a single point of injection into the grid at interconnection/metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each project must also have separate control systems and metering. The Project shall include all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI;

“Project Capacity” means the maximum AC capacity at the point of injection on which the Power Purchase Agreement shall be signed.

“Project Commissioning”: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS document/PPA.

“Project Developer” or “Developer” or “Wind Project Developer (WPD)” means the Bidding Company or a Bidding Consortium participating in the bid and having been selected and having been selected and allocated a project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with SECI;

“Project Location” means the area identified by the WPD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented;

“RfS” or “RfS Document” or “Bidding Document(s)” or “Tender Documents” shall mean the shall mean the “Request for Selection” document issued by SECI including standard Power Purchase Agreement and standard Power Sale Agreement, along with subsequent

clarifications and amendments thereof vide RfS no. SECI/C&P/WPD/2000MW/T9/RfS/032020 dated 20.03.2020;

“Scheduled Commissioning Date” shall be the date as on 18 months from the Effective Date of the PPA, or from the Effective Date of PSA, whichever is later.

“SECI” shall mean Solar Energy Corporation of India Limited;

“Selected Bidder or Successful Bidder” shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

“STU or State Transmission Utility” 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;

“TOE” shall mean Tender Opening Event;

“Trader” shall mean M/s Solar Energy Corporation of India Limited, the company designated by MNRE for purchase and sale of wind power generated from the projects selected under this RfS;

“Trading Margin” shall mean the margin on sale of solar power to State Utilities/ Discoms/ other Bulk Consumers under this RfS being charged by SECI and shall be @ INR 0.07/kWh;

“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;

“Week” shall mean calendar week;

“Wind Power Project” means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.

Section 3

BID INFORMATION AND INSTRUCTION TO BIDDERS

Section 3

BID INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1 Obtaining RfS Document, Cost of documents & Processing Fees

3.1.1. The RfS document can be downloaded from the website of ISN-ETS (International Support Network), <https://www.bharat-electronictender.com>. A link of the same is also available at www.seci.co.in.

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

3.1.2. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission. The bank details of SECI are available on www.seci.co.in under the “Financials” Tab. The Bids submitted without cost of the RfS document and/or Processing Fee and/or Bank Guarantee against EMD (including partial submission of the respective amounts), may be liable for rejection by SECI.

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Only are exempted from submission of Tender Processing Fee & Earnest Money Deposit (EMD).

3.2 Total Capacity Offered, Project Scope and Technology selection

Selection of ISTS-connected Wind Power Projects for total capacity of 2000 MW will be carried out through e-bidding followed by e-Reverse Auction process, based on the tariff of sale of electricity quoted by the Bidders in INR/kWh.

The interested Bidders are required to participate in the RfS for installation of ISTS-connected Wind Power Projects on Build-Own-Operate (B-O-O) basis under the RfS.

Capacity of each Project:

The Wind Power Projects are required to be designed for inter-connection with the ISTS (Inter-State Transmission System) network at a voltage level of 220 kV or above. The minimum cumulative project capacity quoted/awarded under the RfS shall be 50 MW and the maximum cumulative project capacity quoted/awarded under the RfS shall be 2000 MW. For a single Project, the minimum project size shall be 50 MW. The WPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure as per Annexure-A.

Project Scope and Technology Selection:

The term “Project” shall have the meaning as defined in Section I of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).

Under this RfS, the WPD shall set up Wind Power Project(s) including the dedicated transmission network up to the Delivery Point in line with Clause 3.7, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity), and/ or dedicated transmission network upto interconnection/ delivery point including those required from State Government and local bodies, shall be in the scope of the WPD. The Projects to be selected under this scheme provide for deployment of wind power technology. However, the selection of Projects would be technology agnostic. Bay construction at ISTS substation shall not be under the scope of the WPD, as per the existing provisions of CERC.

3.3 Project Location

The Projects shall be located at the locations chosen by the Bidder/WPD at its own discretion of and cost, risk and responsibility. However, Project location should be chosen taking cognizance of the provisions as per Clause 3.7 of the RfS.

3.4 Maximum Eligibility for Project capacity allocation for a Bidder

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

- 3.4.1 A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application for a maximum total capacity of **2000 MW** with minimum Project size of a single Project being **50 MW**.
- 3.4.2 The total capacity of wind power projects to be allocated to a bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to **2000 MW**.
- 3.4.3 Multiple bids from same company including its Parent/ Ultimate Parent/ Affiliates/Group Companies shall make all the bids submitted by the group invalid.
- 3.4.4 The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.
- 3.4.5 In case the Bidder wishes to set up more than one Project, then the Projects would need to be physically identifiable with separate injection points, control systems and metering arrangement.

3.5 Qualification Requirements

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

A. General Eligibility Criteria

- 3.5.1. The Bidder shall be a Company as defined.
- 3.5.2. Bidding Consortium with one of the Companies as Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project

Company and get it registered under the Companies Act, 2013, before signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For avoidance of doubts, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 6.5).

- 3.5.3. A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with atleast 76% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, the clause 3.5 A. (3.5.7) shall be applicable.

- 3.5.4. Not Used.

- 3.5.5. Limited Liability Partnership (LLPs) are not eligible for participation.

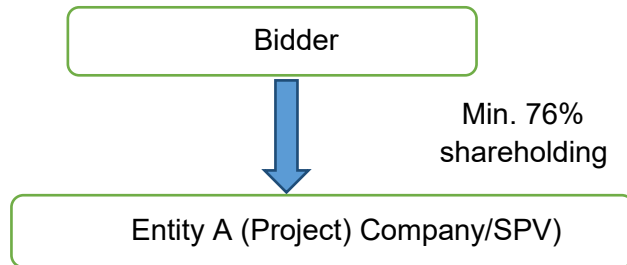
- 3.5.6. A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 76% shareholding in the SPV, which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project

- 3.5.7. Any consortium, if selected as successful Bidder for the purpose of supply of power to SECI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.

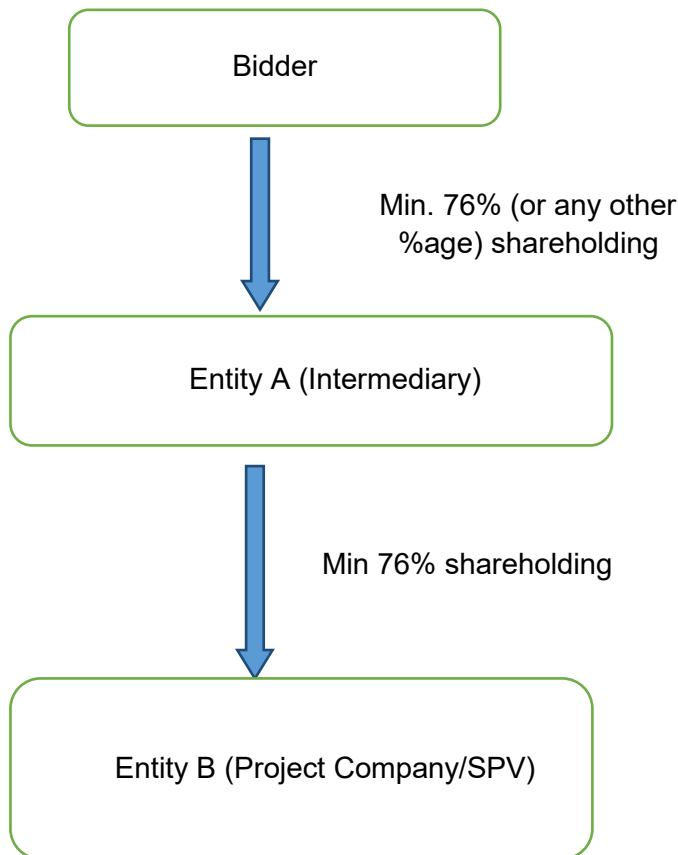
- 3.5.8. The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. **The Bidder shall submit an undertaking to this effect as per Format 6.7.**

3.5.9. For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 3.5 A (iii) and (vi) above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per the RfS conditions, only Scenario 1 is permissible in case of projects being implemented by SPVs.

B. Technical Criteria of Projects

- i. Under the provisions of this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder shall provide information about the wind turbines proposed to be installed in the project at the time of Financial Closure.

- ii. In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the Scheduled Commissioning Date of the projects will be allowed for deployment under the Scheme.
- iii. The Projects shall also comply with the criteria for power generation detailed in Clause 3.9.

C. Financial Eligibility Criteria

I. Net-worth:

- a. The Net Worth of the Bidder should be equal to or greater than **Rs. 1.20 Crores per MW** of the quoted capacity, as on the last date of previous Financial Year (FY) 2018-19, or as on the date at least 7 days prior to the due date of bid submission.
- b. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

II. Liquidity:

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- a. A minimum annual turnover of **Rs. 57 lakhs/MW** of the quoted capacity during the previous Financial Year (FY) 2018-19 or as on the date at least 7 days prior to the due date of bid submission. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **Rs. 11.4 Lakhs/MW** of the quoted capacity, as on the last date of previous Financial Year (FY) 2018-19, or as on the date at least 7 days prior to the due date of bid submission.
- c. In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of **Rs. 14.25 Lakhs/MW** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

III. The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per (I) and (II) above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/Managing Director of the

respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

- IV.** For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.
- V.** A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2018-19, along with a net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/Statutory Auditor; or in case of the bidder meeting the criteria on the date at least 7 days prior to due date of bid submission, provisional audited accounts as on the date at least 7 days prior to the due date of bid submission along with copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements certified by a practicing Chartered Accountant; in order to demonstrate fulfilment of the criteria. In case of foreign Companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/are located; or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the audited accounts of the last 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 RfS 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 or provisional accounts as on the day at least 7 days prior to the bid submission deadline 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.

- VI.** 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 (RBI's) reference rates prevailing on the date of closing of the accounts for the respective financial year.
- VII.** 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 for such conversion. After such conversion, Bidder shall follow the procedure/submit document as elaborated in Clause C.VI above.
- VIII.** In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For e.g. If two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100MW, then, total Net-Worth to be met by the Consortium is Rs. 1.20 Crores x 100MW = Rs. 120 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 84 Crores and to be met by Consortium Member B would be Rs. 36 Crores. Similar methodology shall be followed for computation of liquidity requirement.

3.6 Not Used

3.7. Connectivity with the Grid

3.7.1 The project should be designed for interconnection with the ISTS in accordance with Prevailing CERC regulations in this regard. For interconnection with the grid and metering, the WPD shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commission and CEA. Minimum voltage for interconnection at the ISTS shall be 220 kV.

3.7.2 The responsibility of getting the ISTS connectivity and Long Term Access (LTA) shall entirely be the WPD and shall be at the cost of the WPD. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the WPD at his own cost. In case a WPD is required to use InSTS to bring wind power at ISTS point, he may do so per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up to the interconnection point shall be responsibility of the WPD, to be undertaken entirely at its cost and expense.

3.7.3 The arrangement of connectivity shall be made by the WPD through a dedicated transmission line. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to and including at the interconnection point will be borne by the WPD. The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the WPD, to be undertaken entirely at its cost and expense.

3.7.4 The WPD shall be required to follow the detailed Connectivity Procedure as issued by CERC on 15.05.2018 and amended from time to time. The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:

- i. Existing substations having available margin as indicated by the respective substation owner.
- ii. Existing substations where augmentation is under process or plans for augmentation have been announced.
- iii. Substations located in the Northern, Western and Southern regions under the updated plan made available by the Minutes of meeting for Northern, Western and Southern Region committees and as displayed by the CTU on its website, <https://webapps.powergrid.in/ctu/u/Default.aspx>, subject to availability of connectivity.

Bids indicating substations outside the above three choices will be liable for rejection.

- 3.7.5. The transmission connectivity to the WPD may be provided by the CTU/STU, as the case may be, prior to commissioning of the project on the request of the WPD, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power.
- 3.7.6 Metering arrangement of each project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the CTU substation through a common transmission line subject to the following conditions;
- a) Acceptance of such an arrangement by CTU.
 - b) Energy injected by each Project will be recorded and signed jointly by all Project owners and copies of the same will be submitted to SECI/CTU as required.
 - c) The energy accounts are divided and clearly demarcated for the power generated at solar project and are issued by the STU/SLDC/RLDC/RPC concerned.
 - d) In case of Pooling substation, losses in the transmission line between the Pooling substation and the CTU substation, shall be apportioned among the WPDs who share such a Pooling arrangement, based on their monthly generation.
- 3.7.7 The WPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity.
- 3.7.8 The Buying Entity will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the Drawl Point.
- 3.7.9 The WPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs, and shall furnish copies of the application as well as granted connectivity to SECI at the earliest. In case the WPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the WPD to SECI. The LTA shall be applied for by the WPD within 60 days of issuance of LOAs, or within 30 days of intimation of Buying Entity\Buying Utility provided by SECI, whichever is later.

3.8. Not Used

3.9. Energy Supply by Wind Power Developer

A. Criteria for generation

The Bidders will declare the annual CUF of their Projects at the time of submission of response to RfS and the WPDs will be allowed to revise the same once within first three years after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 22%. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. WPD shall maintain energy supply so as to achieve annual CUF not less than 80% of the

declared value and not more than 120% of the declared CUF value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the WPD. For the first year of operation of the project, the annual CUF shall be calculated based on the first year after COD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.

B. Shortfall in minimum generation

During the term of the Project, subsequent to commissioning of Project, if for any year, it is found that the WPD has not been able to supply minimum energy corresponding to the lower limit of CUF declared by the WPD, such shortfall in performance shall make the WPD liable to pay the compensation provided in the PSA as payable to Buying Entities and shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. This will, however be relaxable by SECI to the extent of grid non-availability for evacuation, which is beyond the control of the WPD. The amount of such compensation will be calculated @ 50% (Fifty percent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. Such compensation as recovered from the WPD, shall be passed on by SECI to the buying utility(ies), as the case may be, after deducting losses of SECI. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of wind power by WPD.

The reference to the compensation for shortfall to enable SECI to remit the amount to buying utility(ies) and the amount being equal to the compensation payable by the buying utility(ies) for not meeting RPOs is only a measure of damage. It shall not be construed that the compensation is payable by the WPD only if the buying utility(ies) are required to pay compensation for such not meeting of RPOs or that the buying utility(ies) or the WPD shall be required to prove or establish such payment of compensation for not meeting the RPOs. The WPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the WPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI. The WPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the SECI in each case specified under this Agreement.

C. Excess generation

The WPD may repower the Project at a later stage, if required. However, in no case the WPD will be allowed to inject power more than capacity allotted. The WPD will not be allowed to sell excess energy beyond the upper limit as per Clause 3.9.A., to any entity other than SECI, unless refused by SECI. In case SECI purchases the excess generation at its discretion {without any obligation to do so}, the same shall be done at 75% of the PPA tariff. In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the system at the point where power is injected, the WPD will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement.

While the WPD would be free to install wind turbines as per its design of required output, including its requirement of auxiliary consumption, it will not be allowed to sell any excess power to any other entity other than SECI (unless refused by SECI).

D. Offtake constraints due to Transmission Infrastructure / Grid Unavailability & Backdown:

- (a) Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the Wind Power Developer. In such cases the generation compensation shall be addressed by SECI in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as beyond 50 hours in a Contract Year as defined in the PPA:	<p><i>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</i></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ 8766 hours less total hours of grid unavailability in a Contract Year</p>

The excess generation by the WPD equal to this generation loss shall be procured by SECI at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years (Contract Year shall be as defined in the PPA).

- (b) Offtake constraints due to Backdown: The Wind Power Developer and SECI shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to Wind power projects. Accordingly, no wind power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of backdown arises, except for the cases where the backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the WPD shall be eligible for a generation compensation, from SECI, in the manner detailed below.

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	<p><i>Generation Compensation = 50% × [(Average Generation during the month corresponding to the capacity backed down) × PPA tariff]</i></p> <p>Where, Average Generation during the month corresponding to the capacity backed down (kWh) = (CUF during the month) × \sum(Backed down capacity in MW × corresponding time of backdown in hours × 1000)</p>

Generation Compensation as calculated above, will be limited to the extent of shortfall in annual generation corresponding to the maximum CUF permitted as per Clause 3.9A above and the same will be settled on annual basis. No trading margin shall be applicable on this generation compensation as per Clause 3.9.D.(b) above.

Note: Notwithstanding anything mentioned above, the provisions of Clause 3.9.D of the RfS shall be applicable subject to the acceptance of the same by the respective Buying Utility in the Power Sale Agreement.

3.10. Clearances required from the State Government and other local bodies

The Wind Power Developers are required to obtain all necessary clearances and permits as required for setting up the Wind Power Projects, including but not limited to the following:

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Forest Clearance (if applicable) for the land for the Project.
- c. WPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 30 days of Effective Date of PPAs.
- d. In case of Projects being set up in the States of Gujarat & Rajasthan, the WPD shall abide by MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
- e. Any other clearances as may be legally required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, shall be required to be submitted to SECI prior to commissioning of the project. In case of any of the clearances as indicated above being not applicable for the said Project, the Bidder shall submit an undertaking in this regard, and it shall be deemed that the Bidder has obtained all the necessary clearances for establishing and operating the project. Any consequences contrary to the above shall be the responsibility of the WPD.

3.11. Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG) / Payment on Order Instrument (POI)

The Bidder shall provide the following Bank Guarantees to SECI in a phased manner as follows:

- A. **Earnest Money Deposit (EMD)** of Rs.6 Lakh / MW per Project in the form of Bank Guarantee according to Format 6.3 A and valid for 09 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 in the name of the Bidder / Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

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 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 Bid Guarantee 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.

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.

- B. **Performance Bank Guarantee (PBG):** Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value of @ **Rs 12 Lakh/MW** per Project, within 70 days of issuance of Letter of Award, or before signing of PPA, whichever is earlier. It may be noted that successful Bidders shall submit the Performance Bank Guarantee according to the Format 6.3B, issued in the name of SECI, with a validity period starting from the date of issuance of the PBG until 33 months from the Effective Date of the PPA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. Non submission of PBG within the above mentioned timelines shall be treated as follows:

- a) Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount + 18% GST per month levied on per day basis shall be paid by the WPD to SECI in addition to the PBG amount.
- b) Delay beyond 1 month from the due date of submission of PBG: The BG against EMD submitted by the WPD shall be encashed by SECI and the Project shall stand terminated. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated below). Further, balance amount to be paid shall attract Interest rate @ one year SBI MCLR rate /annum +18% GST on pro-rata basis.

For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of 30 days.

SECI has agreed to accept the PBG 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 PBG 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.

- C. **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the WPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) 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 PBG would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 6.3 C of the RfS, within the timelines as per Sl. B. above, for the amount and validity period as per those in Sl. B above. In case the WPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Sl. B above, will be applicable in this case too.
- D. All Performance Bank Guarantees (PBGs)/Payment on Order Instruments (POIs) shall be preferably submitted separately for each Project.

Note: The PBGs/POIs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG/POI may be submitted in the name of the successful bidder within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG/POI issued in the name of the SPV, prior to signing of PPA.

- E. The WPD shall furnish the PBGs from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. PBGs issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 3.5.9.C.III of the RfS.
- F. The formats Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) and Format of the POI as per Format 6.3 C, if applicable, shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG/POI and consequently, the bid. In case of deviations in the formats of the Bank Guarantees and POI, the corresponding PPA shall not be signed.
- G. The Bank Guarantees/POI have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- H. All expenditure towards execution of Bank Guarantees/POI such as stamp duty etc. shall be borne by the Bidders/WPDs. 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, IDFC First Bank Ltd, Sood Tower, 4th Floor, East Wing, Barakhamba Road, New Delhi 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.
- I. In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- J. After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders/project capacities within 15 days of conducting the e-reverse auction. The PBGs/POIs of the WPDs shall be returned to the WPDs immediately after successful commissioning of their projects as per terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 3.17.
- K. The selected Bidders are required to sign PPA with SECI in line with the timelines as mentioned in Clause 3.14. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 14, Section-III, Instructions to Bidders (ITB) of RfS documents or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, the Bank Guarantee/POI equivalent to the amount of the EMD shall be encased by SECI from the Bank Guarantee/POI available with SECI (i.e. either EMD or PBG/POI) as liquidated damages not amounting to penalty, and the selected Project(s) shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

3.12. Success Charges & Payment Security Deposit

Successful Bidders shall have to pay **Rs.1 lakh/MW/project + 18% GST** to SECI towards administrative overheads, liaising with State Authorities, Discom/ STU/CTU and others, pre-commissioning and commissioning expense. The payment has to be made by the selected Bidder in the form of DD/Pay Order/transfer through RTGS, within 30 days of issuance of LoA. Delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract late payment charges @12% per annum + 18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to SECI. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated below). Further, balance amount to be paid shall attract Interest rate @ one year SBI MCLR rate /annum on pro-rata basis.

Payment Security Deposit: Prior to declaration of commissioning of first part capacity of the Project, the WPD shall furnish a Payment Security Deposit (PSD) @Rs. 5 lakh/MW/Project, to SECI through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by MNRE at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.

In case the WPD is unable to furnish the above amount prior to commissioning of the corresponding part-capacity, SECI reserves the right to recover the same from the monthly energy payments made to the WPD, along with interest @ SBI 1-year MCLR to be levied from the date of commissioning of the said part-capacity to the date of recovery/due date of payment of invoices.

3.13 Forfeiture of EMD

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

- i) If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;
- ii) In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.14 or does not execute the PPA within the stipulated time period;
- iii) If after issuance of LOA, it is found that the documents furnished by the Bidder during RfS are misleading or misrepresented in any way;
- iv) If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 3.11.

3.14 Power Purchase Agreement

- 3.14.1 SECI shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of Standard Power Purchase Agreement to be executed between SECI and the WPD shall be will be made available on ISN-ETS Portal <https://www.bharat-electronictender.com> and also in SECI website www.seci.co.in.

The PPA shall be signed within 90 days from the date of issue of Letter of Award (LoA), if not extended by SECI. *(for e.g. If the LOA is dated 07-04-2020, then the last date of signing of PPA shall be 06-07-2020)*. Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the WPD. PPA will be executed between SECI and selected bidder or its SPV separately for each Project. The PPA shall be valid for a period of 25 years as per provisions of PPA.

Note: PPA will be executed between SECI and the WPD as per the breakup of the cumulative Project capacity awarded to the Bidder. The WPD shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 6.1), which can be changed by the WPD prior to signing of PPA. The final project configuration, adding up to the cumulative capacity awarded to the bidder may be intimated to SECI at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA. Delays in connectivity and/or LTA for the Project(s) on account of changes in the Project parameters from the data as submitted in the Covering letter (Format 6.1), shall be at the risk of the Successful Bidder.

The PPAs shall be valid for a period of 25 years from the scheduled commissioning date or from the date of full commissioning of the projects, whichever is earlier.

3.14.2 The Performance Bank Guarantee as per Clause 3.11 and Success Charges as per Clause 3.12 above, shall be submitted by the WPD prior to signing of PPA. Before signing of PPA between SECI and the WPDs, SECI will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage it is found that the documents furnished by the WPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

3.14.3 Successful Bidders will have to submit the required documents to SECI preferably within 70 days of date of issue of Letter of Award (LOA). In case of delay in submission of documents beyond the timeline as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 90th day from the date of issuance of LOA. However, in extraordinary cases of unavoidable delays (e.g. delay in 0) in signing the PPAs or PSA for any reason attributable to SECI, the effective date of PPA shall be date as on 7 days from signing date of PSA for total capacity of respective project. (i.e. date of issuance of LoA is 01.04.2020 and signing date of PSA is 10.07.2020, then in such case Effective Date of the PPA shall be 17.07.2020).

3.14.5 SECI will be obliged to buy the entire power as per generation schedule, to be provided by the WPDs subject to limitations as per Clause 3.9.C, required under grid regulations. However, the WPDs are required to achieve a minimum and maximum CUF as stipulated in clause 3.9.A.

3.14.6 SECI will execute back-to-back Power Sale Agreements (PSAs) valid for 25 years, with the Buying Entities for sale of wind power. Further, these Buying Entities will be required to provide applicable payment security mechanism as detailed elaborated in the PSA.

3.14.7 The WPDs will be free to repower their plants from time to time during the PPA duration. However, SECI will be obliged to buy power only within the Capacity

Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA), and any excess generation shall be dealt as per the relevant clause of the PPA.

- 3.14.8 The WPDs are free to operate their projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the WPD, SECI and the Buying Entities, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.

3.15. Land Arrangements for the Project

The WPD shall be entirely responsible for acquiring the land required for setting up the project and SECI shall not in any manner be responsible for the same. The bidder shall identify 100% of the land for the project at the time of bid submission and the WPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, on or before the SCD of the Project. In this regard, the WPD shall be required to furnish documents/lease agreements to establish possession and right to use 100% of the required land in the name of the WPD for a period not less than the complete term of the PPA.

In case of leasing of Government land, appropriate state regulations regarding tenure of lease agreement shall be applicable. In both cases where the lease agreements are for a period shorter than the PPA Term, solely on account of applicable State Governmental regulations, the WPD shall be required to submit an undertaking that the lease agreements shall be appropriately extended in line with the Term of the PPA, when required. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or SECI, in case of default of the WPD. Further, in case of sub-leasing of land from an entity other than the Government, the lessor and lessee shall submit letters in their respective letterheads addressed to each another, confirming handing over and taking over the said land parcel(s), respectively.

The above data shall be submitted along with a sworn affidavit from the authorized signatory of the WPD listing the details of the land and certifying that total land required for the Project is under clear possession of the WPD, on or before the SCD.

With respect to demonstration of land possession by the WPD, commissioning of the Project will not be allowed until the demonstration of land possession by the WPD in terms of Clause 3.15 and Clause 3.17.A below. However, in case of delays in demonstrating land possession by the WPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCD shall be suitably extended.

3.16. Financial Closure or Project Financing Arrangements

The Projects shall achieve Financial Closure within 7 (seven) months from the Effective Date of the Power Purchase Agreement (PPA). *For e.g. If the effective date of the PPA is 07.03.2020, then the last date of achieving Financial Closure shall be 07.10.2020.*

At the stage of financial closure, the WPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the WPD shall submit a certificate/necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.

Checklist of documents to be submitted at this stage is provided at Annexure-D of the RfS.

In case of delay in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash Performance Bank Guarantees/ Payment on Order Instrument and shall remove the project from the list of the selected projects, unless the delay is on account of factors not owing to any action or inaction on the part of the WPD, or caused due to a Force Majeure as per PPA

An extension can however be considered by SECI on the sole request of WPD, on payment of Rs. 1,000/- per day per MW as extension charges. This extension will not have an impact on the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the WPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective WPDs to either furnish the necessary documents or make the above mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either, the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days, SECI shall encash the PBG/POI of the corresponding WPDs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the WPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the WPD. In case of the WPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the WPD shall be returned by SECI. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the WPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

In addition to the above, the compliance of Financial Closure shall entail fulfilment of the following conditions:

Submission of the details of all planned/proposed wind turbine generators (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the project at least 14 days prior to the scheduled financial closure date.

WPDs will have to submit the required documents to SECI at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents

mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

3.17. Commissioning

The Commissioning of the Projects shall be carried out by the WPDs in line with the Procedure elaborated in the PPA document (Commissioning Procedure is annexed at Annexure-A). SECI may authorize any individual, committee, or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the State Nodal Agency or SECI after successful commissioning.

A. Part Commissioning

Part commissioning of the Project shall be carried out as mentioned below:

- i) The minimum capacity for acceptance of first part commissioning shall be 50 MW or 50% of the allocated Project Capacity, whichever is lower. In case of inter-state transmission of power from the said project, minimum capacity for acceptance of first part commissioning shall be at least 50 MW. A project capacity of 100 MW or less can be commissioned in maximum two parts.
- ii) The projects with capacity more than 100 MW can be commissioned in parts of at least 50 MW each, with last part being the balance capacity.

However, the Scheduled Commissioning Date will not get altered due to part commissioning. In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the WPD prior to declaration of commissioning of the said part capacity. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the Scheduled Commissioning Date or from the date of full commissioning of the projects, whichever is earlier.

B. Commissioning Schedule and Liquidated Damages not amounting to Penalty for delay in Commissioning

- a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on **24 months** from the Effective date of the PPA, or from the Effective Date of PSA, whichever is later (for e.g. if Effective Date of the PPA is 07.04.2020 and Effective Date of PSA is 07.03.2020, then SCD shall be 07.04.2022). In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project.
- b. The maximum deadline allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on 180 days from the SCD or the extended SCD (if applicable).
- c. In case of delay in commissioning of the Project beyond the SCD until the deadline as per Clause 3.17(B).b. above, as part of the liquidated damages, the total PBG/POI amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by

18 days beyond the SCD, then the liquidated damages shall be: PBG/POI amount X (100/240) X (18/180).

- d. In case Commissioning of the Project is delayed beyond the date as per Clause 3.17(B).b. above, the PPA capacity shall stand reduced/ amended to the Project Capacity Commissioned as on the date as per Clause 3.17 (B).b. above, and PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.

In case of delay in commissioning of the Project due to reasons beyond the reasonable control of the WPD, SECI may extend the SCD after examining the issue on a case-to-case basis.

C. Delay in Commissioning on Account of Delay in LTA Operationalization

Long Term Access (LTA) shall be required to be submitted by the WPD prior to commissioning of the Project. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of LTA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, and it is established that:

- (i) The WPD has complied with the complete application formalities as per Clause 3.7.8 above,
- (ii) The WPD has adhered to the applicable Procedure in this regard as notified by the CERC/CTU, and
- (iii) The delay in grant of connectivity/LTA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the WPD;

The above shall be treated as delays beyond the control of the WPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI.

D. Early Commissioning

The WPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity and Long-Term Access (LTA). Early commissioning of the Project will be allowed solely at the risk and cost of the WPD, and SECI shall purchase the energy from such early commissioned Project at the PPA tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.

In case SECI does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the WPD will be free to sell such energy to a

third party, until SCD or the date of commencement of procurement of power from the Project as notified by SECI, whichever is earlier. COD of the Project under the PPA will be declared from the date of commencement of procurement of energy from the Project by SECI. However, in case the entire capacity is commissioned prior to SCD, SECI may purchase the generation at PPA Tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.

3.18. Commercial Operation Date (COD):

The Commercial Operation Date (COD) shall be considered as the actual date of commissioning of the project as declared by the SECI/SNA/Commissioning Committee. In case of part commissioning, COD will be declared only for that part of project capacity.

The following two milestone dates for commissioning may therefore be observed and may fall on separate dates:

- i) **Inter connection with Grid:** This may be provided by the PGCIL/State Transmission Company on the request of the WPD, to facilitate testing and allow flow of power generated into the grid to avoid wastage of power.
- ii) **The Commissioning of Project:** This will be on a date, when the Project meets the criteria defined for project commissioning. SECI may authorize any individual or committee or organization to declare the project commissioned on site. Any infirm power produced and flowing into the grid before COD shall not be at the cost of SECI under this scheme and developers will be free to make short-term sale to any organization or individual as per regulations. SECI may agree to buy this power as a trader if they find it viable outside the Scheme.

- 3.19 In order to remove potential discrepancies and ambiguities, the WPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/Discom, as per the Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the WPD for its early rectification without any liability on SECI. The WPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices

3.20 Minimum Paid up Share Capital to be held by Project Promoter

- i) The Bidder shall provide complete information in their bid in reference to RfS about the Promoters and upon issuance of LoA, the WPDs shall indicate their shareholding in the company indicating the controlling shareholding before signing of PPA with SECI.
- ii) No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable. Following shall not be considered as change in shareholding as mentioned above:
 - i. Infusion of fresh equity capital amongst the existing shareholders/promoters at the time of Bid submission to meet equity requirements.

- ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 - iii. Death, marriage, Divorce, minor attaining major status (any legal heir who was minor at the time of signing of PPA), insolvency, insanity of existing shareholders.
 - iv. Transfer of shares within the members of Promoter Group.
 - v. Transfer of shares to IEPF.
 - vi. Issue of Bonus Shares
- iii) In case of Projects being implemented through SPVs: The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year after the COD, except with the prior approval of SECI. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year after COD, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- iv) In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 1 (one) year after the COD, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- v) In case of companies having multiple promoters (but none of the shareholders having not less than 51% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of (01) one year after COD.
- vi) Any change in the shareholding after the expiry of 1 year from COD can be undertaken under intimation to SECI. Transfer of controlling the shareholding within the same group of Companies will however be allowed after COD, with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.
- vii) In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 10 Lakh per Project +18 % GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI.

3.21. Structuring of the Bid selection process

Single stage, double envelope bidding followed by e-reverse auction followed by L-1 matching, has been envisaged under this RfS. Bidders have to submit both Techno-commercial bid and Financial bid (tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause 3.25.

3.22. Instructions to Bidders for structuring of bid proposals in Response to RfS

The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS as stated at Annexure – C.

Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 6.1**.
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 6.2**.

In the event any Member of the Bidding 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.

3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**.
4. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with SECI.

Also, Board Resolution from each member of the Consortium in favour of the person signing Consortium Agreement.
 - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
5. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
6. Format of Financial Requirement as per **Format 6.6**, along with the certificate from practicing Chartered Accountant/Statutory Auditors showing details of computation of the financial credentials of the Bidder.
7. Undertaking regarding no willful default and no major litigation pending as per **Format 6.7**.
8. Format for Disclosure as per **Format 6.8**.

9. Format for Commitment to Financial Closure as per **Format 6.9**.

10. **Attachments**

- i) Memorandum of Association, Article of Association 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/ Wind Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Wind Power plant development has to be submitted prior to signing of PPA.
- ii) Certificate of Incorporation of Bidder / all members of Bidding Consortium.
- iii) A certificate of shareholding of the Bidder, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary as on a date not earlier than 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 RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- iv) Certified copies of annual audited accounts for the last financial year, i.e. FY 2018-19, and provisional audited accounts, 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;
- v) Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- vi) Bidder shall be additionally required to furnish the break-up of the Estimated Project Cost as per **Format 6.11** (separately for each project) as part of the response to RfS.

3.23 Important notes and instructions to Bidders

- a. 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.
- b. The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 3.14.
- c. 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 RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee 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 RfS.
- d. If the event specified at 3.23 (c) is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
 - e. Response submitted by the Bidder shall become the property of the SECI and SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 3.11.
 - f. All documents of the response to RfS (including RfS, PPA and all other documents uploaded on ISN-ETS portal as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.
 - g. The response to RfS shall be submitted as mentioned in Clause 3.22. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
 - h. The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
 - i. 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. .
 - j. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
 - k. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
 - l. Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
 - m. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
 - n. Non submission and/or submission of incomplete data/ information required under the provisions of RfS 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.
 - o. The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between WPD and SECI as well as SECI and buying utility(ies). Subject to the above, only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
 - p. All the financial transactions to be made with SECI including submission of success charges, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

3.24 Non-responsive Bid

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

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

- a. Non-submission of the requisite cost of RfS and/or processing fee as mentioned in the Bid Information Sheet.
- b. Non-submission or partial submission of EMD in acceptable form along with RfS document.
- c. Response to RfS not received by the due date and time of bid submission;
- d. 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;
- e. Non submission of Original Bank Guarantee and/or DDs/Pay order against Cost of RfS Document and/or DDs/Pay order against Bid Processing Fee.
- f. Any indication of the tariff quoted, in any part of response to the RfS, other than in the financial bid.
- g. Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.
- h. 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 RfS, then all these bids submitted shall be treated as non-responsive and rejected.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process. Further, in case of (b), such bidder will be debarred from participating in any of the tenders issued by SECI, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

3.25 Method of Submission of Response to RfS by the bidder

A. Documents to be submitted Offline (in Original)

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

- i) DD/Pay order or NEFT/RTGS/ details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
- ii) Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3 A). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.
- iii) 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. DDs/Pay Orders against the cost of RfS document and bid processing

fee may be submitted in person or via post/courier, subsequent to expiry of bid submission deadline and upto the date as on two (2) working days after the deadline.

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

For e.g., if the bid submission deadline is 18:00 hrs on 05.01.2020, the above deadline will expire at 18:00 hrs on 07.01.2020. In case of the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees and/or DD/Pay Order against Cost of RfS Document and Bid Processing Fee.

Note: In all cases, the Bank Guarantee against EMD and DDs against the above fee (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: (illustration)

Response to RfS for Setting Up Of 2000 MW ISTS- Connected Wind Power Projects in India under Tariff-base competitive bidding (Tranche-IX)	
Cumulative Capacity of the projects applied for	_____ MW
No. of Projects Bid for	
RfS Reference No.	
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	GM (C&P) Solar Energy Corporation of India Ltd 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989256, Email – contracts@seci.co.in

B. Documents to be submitted Online

Detail instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-C. 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 for requisite amount and/or DDs/Pay order against cost of RfS Document and bid processing fee offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned.

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

1. “Technical Bid (First Envelope)”

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

- i) Formats- 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.6, 6.7, 6.8 and 6.9 as elaborated in Clause 3.22;
- ii) All attachments elaborated in Clause 3.22, under the sub-clause 9: Attachments, with proper file names.
- iii) All supporting documents regarding meeting the eligibility criteria.
- iv) Scanned Copies of NEFT/RTGS/DD/Pay order details towards Cost of RfS Document as mentioned in Bid Information Sheet.
- v) Scanned Copies of requisite amount of Bank Guarantee 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 3.23 (h), and Annexure-C, 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 Technical bid.

2. “Financial Bid (Second Envelope)”

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

- i) Covering letter as per Format-6.10 of this RfS document;
- ii) Break-up of Estimated Project Cost as per Format 6.11 of the RfS document;

Only a single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.


Important Note:

- (i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- (ii) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (iii) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

- (iv) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SECI within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder.
- (v) **In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to SECI within the date as on 2 working days subsequent to bid submission deadline, the respective bidder will be debarred from participating in any of the tenders issued by SECI, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.**

3.26 Notice board for display:

The selected WPD will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of COD.

<p>__ MW ISTS- Connected Wind Power Project(s)</p> <p>Owned and operated by ----- (insert name of the WPD)</p> <p>(Under the RfS for Setting Up Of 2000 MW ISTS- Connected Wind Power Projects (Tranche-IX) by</p> <p>Solar Energy Corporation of India Ltd)</p> <div style="text-align: center;">  </div> <p>Project Location:.....</p>
--

3.27 Not Used.

3.28 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to Two Hundred Forty (240) days from the last date of submission of response to RfS ("Bid Validity"). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.29 Bid Preparation cost

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

3.30 Clarifications/Pre-Bid meeting/ Enquires/ Amendments

- i) Clarifications / Doubts, if any, on RfS document may be emailed and/or through ISN-ETS portal. The format for submission of clarifications is available on the portal.
- ii) SECI will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI's response will be uploaded in the website www.ISN-ETS-india-electronictender.com. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ISN-ETS web site. No separate reply/intimation will be given for the above, elsewhere.
- iii) A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet (venue to be notified later on SECI's website or ISN-ETS Portal).
- iv) Enquiries/ clarifications may be sought by the Bidder from:

<u>Name of the Authorized Person of SECI:</u>	<u>Contact Details:</u>
Mr. Sanjay Sharma, General Manager (C&P)	Phone (Off):011-71989256 Email: contracts@seci.co.in
Mr. Pratik Prasun, Manager (C&P)	Phone (Off): 011-71989236, Email: pratikpr@seci.co.in
Mr. Biblesh Meena, Dy. Manager (C&P)	Phone (Off): 011-71989284, Email: biblesh@seci.co.in

3.31 Right of SECI to reject a Bid

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.

Further, SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, 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.

3.32 Post LoA Compliances

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of WPD. SECI shall not be liable for issuing any intimations/reminders to WPDs for timely completion of milestones &/or submission of compliance documents.

Any checklist shared with WPD by SECI for compliance of abovementioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of RfS and PPA must be timely submitted by the WPD.

Section 4

BID EVALUATION AND SELECTION OF PROJECTS

Section 4

Bid evaluation methodology and selection of Projects

4.1 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 3 of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

4.2 Techno-commercial Evaluation of Bidders

A. First Envelope (Technical Bid) Evaluation (Step-1):

- i) The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at clause 3.25 A are received at SECI office. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee and/or DDs/Pay order against Cost of RfS document and Bid opening processing fee.

For e.g., if the bid submission deadline is 18:00 hrs on 05.04.2020, the online bid opening will be conducted on 08.04.2020. In case of the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees and/or Cost of RfS Document and Bid Processing Fee.

- ii) Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- iii) Subject to Clause 3.24, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the 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 7 days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ ISN-ETS portal/emails from SECI 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.
- iv) The response to RfS submitted by the Bidder shall be scrutinized to establish techno-commercial eligibility as per RfS.

B. Second Envelope (Financial Bid) Evaluation (Step-2):

In this step evaluations shall be done based on the "Tariff" quoted by the Bidders in the ElectronicForm of Financial Bid. After this step, the shortlisted Bidders shall be invited for the Reverse Auction.

- i) Second Envelope (containing Tariff) of only those Bidders shall be opened whose technical bids are found to be qualified.

- ii) The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting a single tariff in INR per kWh, for all the Projects quoted in the bid. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, the digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is ₹2.337, then it shall be considered as ₹2.33).
- iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders.
- iv) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Wind Power Projects short-listed is lower than or equal to 2000 MW, then the procedure as elaborated in Clause 4.3.3 shall be followed.
- v) On completion of Techno-commercial bid evaluation, if it is found that only one Bidder is eligible, opening of the financial bid of the Bidder will be at the discretion of SECI. Thereafter SECI will take appropriate action as deemed fit.
- vi) If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- vii) All Bidders with same tariff shall be eligible for reverse auction round (subject to the provisions of clause 4.3.3).
- viii) Ranking of Bidders after Financial Bid Evaluation: Ranking of Bidders shall be done accordingly. For example:

Bidder	Submitted Financial bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	L1
B2	₹ 2.20 (Tariff in ₹/ kWh)	L2
B3	₹ 2.30 (Tariff in ₹/ kWh)	L3
B4	₹ 2.30 (Tariff in ₹/ kWh)	L3
B5	₹ 2.43 (Tariff in ₹/ kWh)	L4
B6	₹ 2.60 (Tariff in ₹/ kWh)	L5
B7	₹ 2.67 (Tariff in ₹/ kWh)	L6
B8	₹ 2.69 (Tariff in ₹/ kWh)	L7
B9	₹ 2.70 (Tariff in ₹/ kWh)	L8

4.3 Reverse Auction (Step-3)

4.3.1. The e-reverse auction shall be conducted on www.ISN-ETS-india-electronictender.com. Reverse Auction shall be carried out on the day as intimated by SECI to the eligible bidders. A single e-RA shall be conducted for the cumulative Project capacity irrespective of the substation proposed by the Bidders.

4.3.2. Not Used.

4.3.3. The total Project capacity eligible for award shall be decided as mentioned below:

Assuming

T = Total number of techno-commercially qualified Bidders whose price bids are in line with the provisions of RfS, and

S_k = Cumulative capacity till the 'k'th serial number Bidder (not the 'k'th rank bidder) after ranking is done in ascending order from L1 onwards

$S_E =$ (Eligible capacity for award)	<p>(i) In case $S_T < 2000$ MW; $S_E = 0.8 \times S_T$ (S_E shall be rounded off to next higher multiple of 10) [e.g. if $S_T = 1320$ MW then $S_E = 0.8 \times 1320 = 1060$ MW]</p> <p>(ii) In case $S_T \geq 2000$ MW; $S_E = 0.8 \times S_T$, subject to maximum eligible capacity being 2000 MW.</p>
--	--

Total eligible Bidders for e-Reverse Auction

- i. In case $(0.8 \times S_T) \leq 2000$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

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

- ii. In case $(0.8 \times S_T) > 2000$ MW: The highest ranked bidder (H1 bidder) shall be eliminated at this stage, and the remaining bidders techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

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

Note:

(a) In case more than one bidder is ranked as “H1” bidder, i.e. such bidders are at the same tariff, all such bidders will be eliminated at this stage.

(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 2000 MW. In the contradictory scenario, no elimination will take place at this stage.

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

Scenario-1: Total bid capacity of techno-commercially shortlisted bidders = $S_T = 1420$ MW

sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	$(0.8 \times S_T)$	S_E	n	Shortlisted Bidders
1	B8	L1	600	4	1136 MW	1140 MW	4	B8
2	B5	L2	300					B5
3	B1	L3	300					B1
4	B4	L4	220					B4

* n = 4 as per the above formula.

- 4.3.4 Upon shortlisting of bidders for e-RA, if it is found that more than the eligible bidders shortlisted for e-RA have quoted the same tariff, ranking of bidders to be indicated in the e-RA window shall be decided based on draw of lots.

- 4.3.5. At least one week prior to reverse auction, an advance intimation regarding the date and time of the e-Reverse Auction will be sent to by email to all 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 e-Reverse Auction. Further at least two hours before the schedule start time of e-Reverse Auction, final intimation for participation in the e-RA will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at 4.3.4.

4.3.6. Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS website 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 tariff along with the total project capacity of the bidder shall be displayed on its window.
- ii) The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.
- iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- iv) During reverse auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
- v) In the bidder's bidding window, the following information can be viewed by the bidder:
 - a. Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;
 - b. The list of all the bidders with their following details:
Pseudo Identity, last quoted tariff and project capacity
- vi) 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 tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:

(a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.

(b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.

(c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed 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.

4.4 L1 Matching and Selection of Successful Bidders

- i. At the end of the e-RA, the Bidder quoting the lowest tariff (L1 tariff) will be identified and shall be declared as Successful Bidder. In case of multiple Bidders quoting the L1 tariff, all such Bidders will be declared as Successful Bidders, upto the eligible capacity S_E .

- ii. In case the Eligible Capacity S_E , as per Clause 4.3 above, is not fully met by the Successful Bidder(s) as declared above, the remaining Bidders will be asked to match the lowest tariff as discovered above (“**L1 Matching**”).
- iii. During the L1 matching round, the lowest quoting Bidder (L-1) will be allotted its qualified project capacity followed by the next higher Bidder (L-2, L-3, ..., L-n at the end of e-RA) matching the L1 Tariff discovered after e-RA and so on, till the total project capacity (i.e. S_E) is exhausted.
- iv. Mechanism for L1 matching (offline or through the ETS portal) will be intimated to the bidders prior to Bid submission deadline.
- v. **Note:** The allocation of cumulative project capacity shall be closed at S_E . However, in no case, shall the capacity of a single Project selected under this RfS, be less than 50 MW. In case of the last selected Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder but greater than 50 MW, then the Project with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder, subject to the maximum cumulative capacity not exceeding S_E , being awarded under the RfS.
 - a. Subsequent to the e-RA, in case the partial capacity offered to the last Bidder declared as Successful Bidder as per (i) above is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. The “last” Bidder in this case will be decided as per (vi) below.
 - b. In case the partial capacity offered to the last Bidder after completion of e-RA is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the Successful Bidders not exceeding S_E . In case the last Bidder refuses to accept such partial capacity offered by SECI, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by SECI.
 - c. However, during the L1 Matching round, in case a Bidder matches the L1 tariff and is allocated a partial capacity as a result, it shall be mandatory for such Bidder to accept such partial capacity, even if such capacity being offered is lower than 50% of the total project capacity quoted by the Bidder, subject to such partial capacity being more than or equal to 50 MW. In case such partial capacity is less than 50 MW, such capacity will remain unallocated.
- vi. In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others.
In the above case, if the time of quote also become exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:

Step 1: Lowest 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

4.5. Issuance of LOAs:

At the end of selection process, a Letter of Award (LOA) will be issued to all the successful Bidders for each Project. In case Consortium being selected as successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.

LOAs shall be issued to the successful Bidders based on the preference order of substations as indicated by the Bidder in the covering letter. Also, SECI shall reserve the right to short close the capacity lower than 2000 MW at its discretion if prices are abruptly high.

Section 5

OTHER PROVISIONS

Section 5

OTHER PROVISIONS

5.1 Role of State Nodal Agencies

The State Nodal Agency will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled Timeline. This may include facilitation in the following areas:-

- Coordination among various State and Central agencies for speedy implementation of Projects
- Support during commissioning of projects and constitute Commissioning Committee to verify commission of the projects and issue commissioning certificates.

5.2 Role of State Transmission Company/CTU/PGCIL

It is envisaged that the State Transmission Company/CTU/PGCIL will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- Upon application of LTA/Connectivity as per CERC Regulations, CTU shall coordinate with the concerned agencies for grant of connectivity and LTA.
- Support during commissioning of projects

5.3 Performance Monitoring

All wind power projects under the scheme shall comply the Grid Code and Regulations made thereunder. They must install necessary equipment to continuously measure wind resource data and other weather parameters and simultaneously measure the electricity generated from the each wind turbine. They will be required to submit this data to SECI and MNRE or any other designated agency through on-line and/or a report on regular basis every month for the entire duration of PPA. Further, they shall mandatorily also grant access to SECI and MNRE or any other designated agency to the remote monitoring portal of the power projects on a 24X7 basis.

Section 6

FORMATS FOR BID SUBMISSION

Section 6

6.0 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 3.5, 3.6, 3.7 of Section 3 and other submission requirements specified in the RfS.

- i) Format of Covering Letter (Format 6.1)
- ii) Format of Power of Attorney (Format 6.2)
- iii) Format of Earnest Money Deposit (EMD) (Format 6.3 A)
- iv) Format of Performance Bank Guarantee (Format 6.3 B) (to be submitted prior to signing of PPA)
- v) Format of Payment on Order Instrument to be issued by IREDA/PFA/REC (to be submitted prior to signing of PPA)
- vi) Format of Board Resolutions (Format 6.4)
- vii) Format of the Consortium Agreement (Format 6.5)
- viii) Format of Financial Requirement (Format 6.6)
- ix) Undertaking regarding no willful default and no major litigation pending (Format 6.7)
- x) Format of Disclosure (Format 6.8)
- xi) Format of Commitment to Financial Closure (Format 6.9)
- xii) Format of submission of financial bid (Formats 6.10)
- xiii) Break-up of Estimated Project Cost (Format 6.11)
- xiv) Technical Requirements for Grid Connected Wind Power Projects (Annexure - A)
- xv) Check List for Bank Guarantees (Annexure-B)
- xvi) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-C)

The Bidder may use additional sheets to submit the information for his detailed response.

FORMAT-6.1

Covering Letter

(The covering letter should be on the Letter Head of the Bidder/ Lead Member of the Bidding Consortium)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidder/ Lead Member of the Bidding Consortium)

Tel. #:

Fax #:

E-mail address#

To
GM (C&P)
Solar Energy Corporation of India Ltd.
1st Floor, D-3, A-Wing, District Centre,
Religare Building, Saket,
New Delhi-110017

Sub: Response to RfS No. _____ dated _____ for Setting Up of 2000 MW ISTS-Connected Wind Power Projects (Tranche-IX)

Dear Sir,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including qualification requirements in particular, terms and conditions of the standard PPA and PSA for supply of power for 25 years to SECI and terms hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.8 under Disclosure). We also confirm that we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 2000 MW including this response to RfS. We are submitting application for the development of following Wind Power Project(s): -

Project No.	Capacity (MW)	Location of Project (Village, Tehsil, Dist., State)	Interconnection Point Details	Proposed CUF	Project Preference*

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 4.4.3.*

(Note: The Bidder must ensure the project capacity mentioned should be more than or equal to 50 MW for each Project. Delete/Insert rows as applicable)

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], and standard PPA and PSA. In token of our acceptance to the RfS, PPA and PSA along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that we shall demonstrate land possession prior to commissioning of the Project in line with Clause 3.15 of the RfS and that the Project shall be commissioned within the timelines as per Clause 3.17 (B) of the RfS.

2. Earnest Money Deposit (EMD): - *(Please read Clause 3.11 carefully before filling)*

We have enclosed EMD of Rs. (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 6.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.11 of this RfS. The total capacity of the Wind Power Project offered by us is MW [Insert cumulative capacity proposed].

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG/POI for the selected Projects within due time as mentioned in 3.11 (ii), on issue of LOA by SECI for the selected Projects and/or we are not able to sign PPA with SECI within 03 months from date of issue of LOA or as intimated by SECI for the selected Projects, SECI shall have the right to encash the EMD/PBG/POI submitted by us, as applicable, and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and SECI offers a capacity which is greater than or equal to 50% of our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

6. 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 RfS shall be binding on us. We hereby expressly waive and withdraw any deviations 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 RfS, shall be binding on us.

7. Familiarity with Relevant Indian Laws & Regulations:

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, execute the PPA in the event of our selection as successful Bidder.

8. In case of our selection as the successful Bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us, such SPV shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with SECI, committing total equity infusion in the SPV as per the provisions of RfS.

9. We hereby undertake that in the event of our project being selected under the RfS, we shall be solely responsible for getting the connectivity prior to commissioning of the Project. In the event of delay in commissioning with the grid of CTU grid, the provisions of 3.17 B of the RfS/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with CTU grid is established.

10. We are submitting our response to the RfS with formats duly signed as desired by SECI in the RfS online for your consideration.

11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SECI.

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

13. We confirm that all the terms and conditions of our Bid are valid up to _____ (Insert date in dd/mm/yyyy) for acceptance (i.e. a period of two hundred forty (240) days from the last date of submission of response to RfS).

14. Contact Person

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

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

15. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20...

Thanking you,
Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.22 (5) (a))

FORMAT-6.2

(Applicable only in case of Consortiums)

Format of Power of Attorney

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at,and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named..... (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No..... .We also authorize the said Lead Member to undertake the following acts:

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

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name

Designation Place:

Date:)

Accepted

(Signature, Name, Designation and Address

of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place:----- Date:-----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

FORMAT- 6.3 A

Format of Earnest Money Deposit

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. _____ Bank Guarantee No. _____

Date: _____

In consideration of the ----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of MW [Insert cumulative Project capacity proposed] under RfS for Setting Up of 2000 MW ISTS- Connected Wind Power Projects (Tranche-IX) for supply of power there from on long term basis, in response to the RfS No. _____ dated ____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of.....[insert the name of the Bidder] as per the terms of the RfS, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees -----[Insert amount not less than that derived on the basis of the amount as indicated in Clause 3.11 (i) of the RfS, corresponding to the cumulative capacity proposed] 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 3.11 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause 3.11 of this RfS]. SECI shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Clause 3.11 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause 3.11 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____
Name _____
Power of Attorney No. _____

For _____[Insert Name of the Bank]____

E-mail ID of the bank:

Banker's Stamp and Full Address.
Dated this ____ day of ____, 20__

FORMAT- 6.3 B

Format of Performance Bank Guarantee for Wind Power Project

(to be submitted separately for each Project)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Wind Power Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] under **RfS for Setting Up of 2000 MW ISTS- Connected Wind Power Projects (Tranche-IX)**, for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfS of[insert the name of the selected Wind Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Wind Power Project of the Wind Power Developer and issuing Letter of Award No ----- - to (Insert Name of selected Wind Power Developer) as per terms of RfS and the same having been accepted by the selected WPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Wind Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Wind Power Developer / Project Company]

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 Rs. _____ only.

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the selected Wind Power Developer / Project Company as applicable] 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 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 Wind Power Developer / Project Company, to make any claim against or any demand on the selected Wind Power Developer / Project Company or to give any notice to the selected Wind Power Developer / Project Company or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Wind Power Developer / Project Company.

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 PPA

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____
Name _____
Power of Attorney No. _____
For _____ [Insert Name of the Bank] _____

E-mail ID of the bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Witness:

.....
Signature

Name and Address

.....
Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State bank of India (SBI).

FORMAT-6.3 C

Format of Payment on Order Instrument to be issued by IREDA/REC/PFC

(to be submitted separately for each Project)

No.

Date

SECI,

Registered

_____,

Reg: M/s _____(insert name of the PPA signing entity) (Project No. _____(insert project ID issued by SECI) – Issuance of Payment on Order Instrument for an amount of Rs._____

Dear Sir,

1. The Ministry of New and Renewable Energy, Government of India vide its letter dated 12th March 2020 has decided that to facilitate the promotion of solar and wind power development and implementation of the project by the Wind Power Developers who have entered into financing and funding agreements with IREDA/REC/PFC, the security by way of PBG in the form of Performance Bank Guarantee given by the Developers be allowed to be substituted by Letter of Undertaking/ Payment on Order Instrument issued by Non-Banking Finance Companies under the control of the Ministry of New and Renewable Energy and Ministry of Power. SECI and other nodal agencies appointed by the Government of India with whom the power developers have entered into Power Purchase Agreement may accept the same in place of PBG. The Ministry of New and Renewable Energy vide letter dated 12.03.2020 has, inter-alia, decided as under:

6. After carefully examining the matter, the Ministry have decided as follows:

- b) (i) SECT or NTPC or any other implementing agency on behalf of MNRE (henceforth called implementing agencies) may release the Performance Bank Guarantee (PBG) of any project if RE developers are able to replace the same with Letter(s) of Undertaking to pay in case situation of default of RE developer in terms of Power Purchase Agreement (PPA) arises, from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC), the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP). These three financial institutions - IREDA or PFC or REC may issue such Letter(s) of Undertaking to pay only after securing their financial interests taking into account the security(ies) available with them as per their policy and after due diligence. These non-banking financial institutions would ensure that the security(ies) available with them are enough to cover full risk/ or exposure, which may arise on account of issue of such Letter(s) of Undertaking. Such Letter(s) may be termed as "Payment on Order instrument" and will have same effect as that of a Bank Guarantee issued by any public sector bank. This "Payment on Order instrument" would have terms and*

conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the implementing agencies on demand within stipulated time.

(ii) RE developers can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC) for seeking replacement of their Bank Guarantees already pledged with the implementing agencies.

(iii) For future projects, RE developers would be at liberty to either pledge Bank Guarantee(s) or Letter(s) of Undertaking as stated above towards Performance Bank Guarantee.

(iv) The above decisions may be treated as amendments to the respective Standard Bidding Guidelines (SBG) (solar/wind) and notified accordingly.

(vi) Implementing agencies shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non- banking financial institutions or bank, except IREDA, PFC & REC.

2. It is to be noted that M/s. _____(insert name of the POI issuing Agency) **(‘IREDA/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.
3. At the request of M/s _____, on behalf of _____(insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. _____(Rupees _____(in words)). This Payment on Order Instrument comes into force immediately.
4. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Wind Power Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] under RfS for Setting up of 2000 MW ISTS- Connected Wind Power Projects (Tranche-IX), for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfS of[insert the name of the selected Wind Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Wind Power Project of the Wind Power Developer and issuing Letter of Award No ----- to (Insert Name of selected Wind Power Developer) as per terms of RfS and the same having been accepted by the selected WPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Wind Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Wind Power Developer / Project Company]

5. In consideration of the above facts, IREDA/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) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from SECI within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/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 IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/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 IREDA/REC/PFC shall continue to be valid and binding on IREDA/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 IREDA/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) IREDA/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. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/WPD, to make any claim against or any demand against the SPV/WPD or to give any notice to the SPV/WPD;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/WPD;
 - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/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 upto_____ and IREDA/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 IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

7. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/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-6.4

Format of Board Resolutions

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

- 1. RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____ dated _____ for “Setting Up of 2000 MW ISTS- Connected Wind Power Projects (Tranche-IX) “ in India, including signing and submission of all documents and providing information / response to RfS to Solar Energy Corporation of India Ltd (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** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

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 the each Member of the Bidding Consortium including Lead Member)

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member of the Bidding Consortium]**

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- 6.5

Format of Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

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 RfS execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by Solar Energy Corporation of India Ltd (SECI) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at _____ or _____ constituted under _____

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 purchase power under RfS for setting up of 2000 MW ISTS- Connected Wind Power Projects (Tranche-IX).

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

WHEREAS the RfS stipulates that in case response to RfS 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 have to commit equity investment of a specific percentage for the Project.

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 RfS for self and agent for and on behalf of Member-2, -----, Member n and to submit the response to the RfS.
2. 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.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
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 equity obligations. 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. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 26% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [----] alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder..
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of SECI in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by SECI.

13. 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 RfS.
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 PPA except with prior written intimation to 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 RfS and PPA..

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above. For M/s-----
[Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature-----
Name:
Address:

2) Signature -----
Name:
Address:

For M/s-----[Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature -----
Name:
Address:

2) Signature -----
Name:
Address:

For M/s-----[Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

FORMAT- 6.6

Format of Financial Requirement

[on the letter head of Bidder]

To,

[Insert name and address of SECI]

Dear Sir,

Sub: **Response to RfS No. _____ dated _____ for Selection of 2000 MW ISTS-connected Wind Power Projects (Tranche-IX)**

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs. Cr. (.....in words) as on **the last date of Financial Year 2018-19 or as on the date at least 7 days prior to the bid submission deadline** (Strike out wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 3.5 C of the RfS as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of 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 Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: Rs.-----
Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (if any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of 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 Consortium has an Annual Turnover of Rs._____ (_____in words) as on **the last date of Financial Year 2018-19 or as on the date at least 7 days prior to the bid submission deadline.** *(Strike out if not applicable)*

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of 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.*

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: Rs.-----
-----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (if any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of 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 Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of Rs. _____ (in words) as on **the last date of Financial Year 2018-19 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).** *(Strike out if not applicable)*

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
Total			

Exhibit (ii): Applicable in case of Bidding Consortium

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of 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.*

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: Rs.-----
Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (if any)	PDBIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of 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
Chartered Accountant)
Membership No.
Regn. No. of the CA's Firm:**

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 and Annual Turnover 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.

FORMAT 6.7
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 RfS vide RfS No. _____ dated _____, that M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s _____ (insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

Format 6.8

Format of Disclosure

[On the letter head of Bidding Company/ Each Member in a Bidding Consortium]

Disclosure

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ dated _____ 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 that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

(Signature & Name of the person Authorized By the board)

Date:

FORMAT-6.9

Format of Commitment to Financial Closure

(On the letter head of the Bidder)

(to be submitted separately for each Project)

To,

[Insert name and address of SECI]

Dear Sir,

Sub: Response to RfS No. _____ dated _____ for Setting Up of 2000 MW ISTS-Connected Wind Power Projects (Tranche-IX)

We hereby undertake to certify in line with **Clause 3.16** under the title “Financial Closure” that the following details shall be furnished within **07 (Seven) months** from the Effective Date of the PPA:

- 1.0 Evidence of achieving complete tie-up of the Project Cost through internal accruals or through a Financing Agency.
- 2.0 Details of all planned/proposed wind turbine generators (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the project at least 14 days prior to the scheduled financial closure date.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

(Signature & Name of the Authorized Signatory)

FORMAT-6.10

FINANCIAL PROPOSAL

**Covering Letter
(On Bidder's Letter head)**

[Date and Reference]

To,

GM (C&P)

Solar Energy Corporation of India Ltd

1st Floor, D-3, A-Wing, District Centre,

Religare Building, Saket,

New Delhi-110017

Sub: Response to RfS No. _____ dated _____ for Setting Up of 2000 MW ISTS-Connected Wind Power Projects (Tranche-IX).

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our firm for a cumulative capacity of _____MW as Bidder for above.

I/ We agree that this offer shall remain valid for a period of 240 (Two Hundred and Forty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Note:

- 1. There can be only one tariff for all the projects indicated. If the Bidder quotes more than one tariff, then the bid shall be considered as non-responsive.*
- 2. If the Bidder submits the financial bid in the Electronic Form at ISN-ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
- 3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be considered as non-responsive and summarily rejected.*
- 4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
- 5. The tariff should be mentioned up to two places of decimal only.*
- 6. The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation*

Authorized Signature
Name & Designation
Address of the Bidder

FORMAT-6.11**Preliminary Estimate of Cost of Wind Power Project**

(To be submitted separately for each Project)

Project Capacity:MW

Location:

Sr. No.	Particulars	Estimated Rate (in Lakh INR) (in figures)	Estimated Applicable Taxes (in %)	Estimated Total Cost (in Lakh INR) (in figures)
1.	Nacelle			
2.	Hub			
3.	Blade			
4.	Power Conditioning Units			
5.	Hardware + Cable			
6.	Tower			
7.	Tower Logistics			
8.	Cables / Inter-connects/ Switchgear/ Control Panel/ Monitoring and Control System			
9.	Power Evacuation Arrangement up to Inter-Connection Point (Cables and Transformers)			
10.	Land Acquisition			
11.	Civil and General Works			
12.	Preliminary and Pre-Operative Expenses including IDC and Contingency			
13.	Consultancy Charges			
14.	Others (Please specify)			
15.	Total Project Cost			

(Signature)
(Name of Bidder)

Annexure-A
WIND POWER PROJECT - COMMISSIONING PROCEDURE

A. Definitions

1. **Maximum AC Capacity:** Maximum AC Capacity at the delivery point shall be equal to the Contracted Capacity as per the PPA.
For a project comprising 'n' no. of wind turbines, each ' N_i^{th} ' turbine having a unique rating of ' M_i ' MW, the total installed capacity shall be equal to $\sum_{i=1}^{i=n} N_i \times M_i$ MW, which shall be greater than or equal to the Contracted capacity. *(WPDs may configure the project with different turbine capacity, subject to the above upper limit of injection at the Delivery point.)*
2. **Commissioning Capacity:** Commissioning Capacity will mean the cumulative capacity of wind turbines installed, which shall be declared as per the commissioning procedure. In case of part commissioning of the Project, the WPD shall be required to have installed the cumulative wind turbine capacity not less than the proposed part commissioning capacity. Commissioning capacity is permitted to exceed the maximum AC capacity upto the limits as per the RfS.
3. **Connection:** A Project shall be deemed to be connected to the grid when the transmission lines originating from the Project physically meet the common bus bar of the incoming feeder of CTU substation. The line may or may not be charged at this stage.
4. **Synchronization:** The Wind turbine(s) shall be deemed to be synchronized to the grid when the transmission line and the incoming feeder at the CTU Substation have been charged and power flows from the turbine(s) into the grid. The same shall be reflected through a meter reading at the CTU substation.
5. **Project Commissioning:** The Project shall be declared as commissioned when the total rated commissioning capacity, along with the necessary evacuation infrastructure, has been installed and non-zero energy flows into the grid from the Project, which shall be verified by the Commissioning Committee. The date of Commissioning of the Project shall be indicated in the Commissioning Certificate issued for the Project.

B. Commissioning Procedure

1. Wind Power Developer (WPD) shall give to CTU/PGCIL, State Nodal Agency (SNA), Concerned RLDC and SECI at least thirty (30) days' final written notice, of the date on which it intends to synchronize the Project to the Grid System. The WPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the commissioning schedule of the Project.
2. Wind Power Developer shall ensure that the Wind Turbine Generators (WTGs) have been installed and completed in all aspects and the Project is synchronized to the grid in order for it to be declared as being commissioned. The Project may be synchronized with the grid on WTG-basis.
3. Part Commissioning of Project would be considered subject to the condition that minimum capacity for acceptance of first part commissioning shall be 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, in case of ISTS Connected Projects, minimum capacity for acceptance of part commissioning shall be at least 50 MW, last part capacity could

be the balance capacity.

4. Early Commissioning of a Project prior to the SCD is permitted on acceptance of power by SECI. In order to facilitate this, WPDs shall inform the concerned agencies and SECI well in advance regarding the date it intends to synchronize the Power Project to the Grid System.
5. Prior to being declared as being commissioned, the Project shall be inspected by the CEIG/CEI (as applicable) and all the approval for all the components, including the wind turbines, along with all annexures/attachments, such as approval of the CEA under Section 68 and Section 164 of the Electricity Act, shall be obtained by the WPD prior to be declared as fit for synchronization of the Project.
6. In line with CERC Order No. 1/14/2015-Reg.Aff.(FSDS-Proced.)/CERC dated 03.03.2017, WPD shall provide data telemetry at the WTG level to the concerned RLDC. Line of confirmation received from RLDC/CTU with regards to above is required Prior to visit for witnessing the commissioning activities.
7. Subsequently, a Commissioning Committee including authorized members from SECI, State Nodal Agency and comprising officials from CTU and the WPD as other members, shall visit the Project site to witness commissioning of the Project. The WPD shall submit Synchronization declaration to SECI as per Annexure-I, certifying the flow of power from the Project upon synchronization.
8. Finally, the Commissioning Certificate, in line with Annexure-II, shall be issued by SECI/State Nodal Agency, which shall certify the commissioning of the Project capacity based on the number of turbines commissioned and energy flown into the grid.

Documents to be submitted to SECI Prior to Commissioning

Based on the above procedure, the following documents shall be submitted to SECI subsequent to commissioning of the Project:

- a. Covering Letter.
- b. Board resolution for authorized signatory for signing the documents related to commissioning of the Project and witnessing the commissioning.
- c. Proof of possession/right to use of 100% of land identified for the project in the name of the WPD, if not furnished at the time of Financial Closure. It is clarified that the land, in case under the possession of the WPD's Affiliate(s), shall be required to be transferred in the name of the WPD prior to commissioning. Further, the date of acquisition and ownership of the identified land should be prior to the date of synchronization of the Project. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Buying Entity, in case of default of the WPD.

Consolidated sheet containing details of Land parcels (i.e. Khasra/Survey No., Village, Taluk, Dist., State) as approved by concerned authority for installations of WTGs shall be provided prior to commissioning.

- d. Affidavit from the authorized signatory of the WPD, stating that the Wind turbines installed in the said Project have been procured from a turbine manufacturer listed in the RLMM issued by MNRE, as on the Scheduled Commissioning Date of the respective Project.
- e. Plant Layout along with the SLD, clearly mentioning the details of WTG size and capacity along with the individual WTG Serial Nos., their locations, feeder details, 400/230/220/33kV Pooling Sub Station and Grid Substation.

- f. CEI/CEIG report/ approval for all the components, along with all annexures/attachments, such as approval of the CEA under Section 68 and Section 164 of the Electricity Act.
- g. Transmission Service Agreement and LTA for evacuation of power from the Project.
- h. Consent to Operate from the concerned Authority, if applicable.
- i. Snap shots of the plant from various angles, including but not limited to, WTGs, switchyards\switchgears, Power Transformers, SCADA (screenshots with time stamped WMS data and Energy generation data), metering (Main, Check and Standby Meters as applicable) at delivery point etc.).
- j. Readings of the feeders at the pooling substation(s) on the date of commissioning of the project capacity.
- k. Relevant documents from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/RLDC.

Based on the above documents, the project shall be acknowledged as having been commissioned as on the date as indicated in the MoM and Commissioning Certificate shall be issued by SECI/SNA. COD Certificate will be issued by SECI to enable scheduling of the Project at the earliest.

Note:

- I. The WPDs may initiate synchronization of individual WTG with the grid, as per their project completion schedule, under intimation to WRLD/SECI/SNA. The Commissioning of the Project shall be declared only upon synchronization of minimum cumulative capacity required to declare part commissioning of the Project under the RfS.
- II. It is re-iterated that the date of project commissioning shall be as per the date indicated on the Commissioning Certificate issued by the SECI/SNA. Energy accounting of the Project shall commence from the date based on the declaration COD of the project in line with the provisions of the RfS and PPA.
- III. Wind Power Developers would be required to plan commissioning at least ten days ahead of the last permissible date for commissioning in accordance with MNRE guidelines/RfS. If not done so, whole responsibility for not meeting the deadline for commissioning rests solely with the WPD.
- IV. **Important:** The Commissioning Committee led by the SECI/SNA shall visit the Project site within 7 days from the date of intimation of proposed commissioning of the Project by the WPD. Such intimation shall be issued by the WPD only upon achieving required clearances from the concerned authorities for synchronization and commissioning of the Project. In case of the Committee not visiting the Project site within 7 days of the intimation of proposed commissioning of the Project by the WPD, the Project shall be considered as having been commissioned on the date as on 7 days after the issuance of the above intimation by the WPD, which shall be reflected in the Commissioning Committee.

Synchronization Declaration*(To be issued by WPD)*

It is certified that ----- MW (Capacity) Wind Power Project of M/s. -----, Village - ----- Tehsil/Taluka -----, District ----- was synchronized with the grid on (Date) supply of power into the grid from the Project connected on (Date).

Details of the Wind Turbines are as follows:

No. of machines: _____

Rating of each WTG: _____ MW.

Cumulative Capacities of WTGs Synchronized: _____ MW.

Sl. No.	WTG No.	Rated Capacity of WTG	WTG Location (Village, Taluk, Dist.)	Approved ID No. Given By SNA	Feeder No.	Date of Synchronization with Grid
Total (MW)						

NB:

- A. Self-declaration of synchronization is required to be submitted along with copy of communication received from CTU/RLDC for charging of each element i.e. 220 kV and above Bay, EHV Line, Pooling Substation and 33kV Bay and WTGs (If applicable).

Annexure-II**Sample Part Commissioning/Full Commissioning Certificate of Wind Power Project**
(To be issued by the State Nodal Agency on its letterhead)

Ref:

Dated:

This is to certify that **M/s** _____ (**insert name and address of the WPD**) have commissioned _____ (insert installed Project capacity) **MW** capacity Wind Project consisting of _____ (insert no. of turbines) numbers of new Wind Turbine Generators as per the WTG ID No. and date of commissioning given below and location as shown in micro siting drawing enclosed herewith.

No. of Wind Turbine Generator/s : _____ (in words and figures)
 Total capacity of the Wind Project commissioned : _____ MW
 Site of installation : _____ (Details of the land parcels including Village, Tehsil, District and State)

This Wind Project is connected by _____ kV grid line to _____ kV, _____ MVA site Sub-station at _____ (insert details of Project substation). The Wind Project site substation is connected to _____ Substation (insert details of the CTU Substation, i.e. Delivery Point).

Electricity generation report for the purpose of commissioning of windfarm

Sr. No.	WTG No.	WTG Model/Make	Capacity (MW)	Date of meter reading	Power flow demonstrated through meter reading? (Yes/No)
1					
2					
3					
4					
5					

For (insert name of the SNA)

Name and signature of the Authorized signatory of the SNA

Enclosed:- Annexure 1: Copy of approved micro siting drawing

(Commissioning Certificate shall be issued for a cumulative capacity of WTGs as indicated in the above table. WPDs shall be required to submit separate synchronization certificates for each WTG synchronization or synchronization of a cluster of WTGs, as applicable, along with JMRs.)

Annexure- B

Check list for Bank Guarantees

Sl. no.	Details of Checks	Yes/No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./Specification No./LOA No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure-C

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

GENERAL

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

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

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

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

Broad Outline of Activities from Bidder's Perspective:

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

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

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

ISN-ETS/ Helpdesk	
Telephone/ Mobile	Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1200 HRS on all Working Days i.e. Monday to Friday except Government Holidays)
Email-ID	support@isn-ets.com [Please mark CC: support@electronictender.com]

Some Bidding Related Information for this Tender (Sealed Bid)

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

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 23, Section-III, ITB of RfS Documents, failing which the technical bids will not be opened.

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

Internet Connectivity

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

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

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

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

for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail.**

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

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

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

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

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the

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

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
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. If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

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

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.

Pre-requisite for participation in bidding process

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

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-V and other provisions of Reverse Auction in RfS 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 RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfS document.
 - e) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and SECI.

- f) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.
- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - C of the RfS 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 - V and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	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 RfS document and other correspondences, if any, till date.

Annexure-D

Check List for Financial Closure

(To be signed by the Authorized signatory of the WPD)

(RfS No. _____ dated _____)

Last Date for submission of documents related to Financial Closure – _____

(7 months from Effective Date of PPA)

Project Company Name _____

Project ID:- _____

LOA No. - _____ Dtd. - _____

Effective Date of PPA - _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure - (Clause 16 of the RfS, including subsequent amendments & clarifications)

Details	Presently given in PPA
(1)	(2)
Location	
Technology	
Certificate from all financial institutions	<p><u>In case of tie up through Bank / Financial Institutions: -</u></p> <p>Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as <u>Annexure-I</u>).</p> <p><u>In case of Internal Resources: -</u></p> <p>Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as <u>Annexure-I</u>).</p> <p><i>Performa for the cases where funding will be from Company other than Project Company is at 'A-1'.</i></p>

Note:-

- (i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A**
- (ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to SECI as per the terms of PPA have been obtained is to be enclosed as **Annexure – II B**

2.0 Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as **Annexure-III**)

3.0 Technical Parameters of the Project (Section-IV, Cl. B of the RfS)

3.0.1 Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as **Annexure-IV A**)

3.0.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure-IV B**)

4.0 Ownership of the RPD: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as **Annexure V A**)

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to SECI on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 1 year from the date of commissioning of the project.

5.0 The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / PPA shall prevail.

For cases where funding will be from a Company other than Project Company

Board Resolution from _____ (Name of the Company from where the required funding will be raised)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____ AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the company extending unconditional and full financial support whether by way of equity, debt, or a combination thereof, towards meeting the full project cost of Rs. _____ (in words and figures) to M/s _____ (Name of Project Company), a company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ which was selected by Solar Energy Corporation of India Limited (SECI) to develop the.....MW Solar PV Power Project (Project ID.....), for generation and sale of solar power under the RfS No. _____ in respect of which Power Purchase Agreement (PPA) was signed between SECI and _____ (Name of Project Company). Funds will be released for the project as per the request of _____ (Name of Project Company) to meet the financial requirement for the said Project.

Board Resolution from _____ (Project Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____ AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the Company which was selected by Solar Energy Corporation of India Limited (SECI) to develop the.....MW Solar PV Power Project (Project ID.....), for generation and sale of solar power under the RfS No. _____ in respect of which Power Purchase Agreement (PPA) was signed between SECI and the Company, to request and undertake to accept unconditional and full financial support and getting release of funds for project as per requirement from the Company i.e. _____, a Company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ whether by way of equity, debt, or a combination thereof for meeting the financial requirements of the project being developed by the Project Company.

Further Resolved that in the event the Company i.e. _____, agrees to extend full financial support as sought above, Sh. _____, Director, Sh. _____, Director.... be and are hereby severally or collectively authorized to accept any terms and conditions that may be imposed by _____ (Name of the Company), for extending such support and that they are also severally or collectively authorized to sign such documents, writings as may be necessary in this connection.