

**SOLAR ENERGY CORPORATION OF INDIA LTD.  
NEW DELHI**

Ref No. SECI/C&P/SPD/RfS/RJ-III/072020

dated 30.09.2020

Amendment-01 to RfS for Selection of Solar Power Developers for Setting up of 1070 MW Grid-Connected Solar PV Power Projects in RAJASTHAN (Tranche-III) under Tariff-based Competitive bidding			
RfS No. SECI/C&P/SPD/RfS/RJ-III/072020 dated: 16.07.2020			
Sr. No.	Clause No.	Existing Clause	Amended Clause
<b>Amendments in the RfS document</b>			
1.	Section III, Cl. 7.7	The Buying Utility 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.	The Buying Utility will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point.
2.	Section III, Cl. 7.10	<p><b>New Clause:</b></p> <p>The SPD shall be required to follow the detailed Connectivity Procedure as per STU's/RERC's guideline or procedure in vogue. The entire cost of transmission including cost of construction of line, maintenance, losses or any other charges as notified by RVPN/RERC/STU etc. from the project up to and including at the interconnection point will be borne by the SPD. The Bidders are free to choose the STU substations for Interconnection of the Project to the Grid in the state of Rajasthan. 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:</p> <p>i. Existing substations having available margin as indicated by the respective substation owner.</p> <p>ii. Existing substations/substations under construction where augmentation is under process or plans for augmentation have been announced &amp; which are scheduled to be completed before Scheduled Commissioning Date (SCD) of the Project.</p> <p>Bids indicating substations outside the above two choices will not be eligible for any extension of time under clause 16.C. The SPDs shall be required to apply for connectivity at the identified substations within 30 days of Effective Date of PPA.</p>	
3.	Section III, Cl. 8.3	...However, the SPD shall inform at least 60 days in advance of such excess generation to SECI, to enable SECI take necessary actions for sale of this excess generated energy. SECI shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 30 days of receiving the above offer from the SPD. In the event the offer of the SPD is not	...However, the SPD shall inform at least <u>30 days</u> in advance of such excess generation to SECI, to enable SECI take necessary actions for sale of this excess generated energy. SECI shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 15 days of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by

		accepted by SECI within the said period of 30 days, such right shall cease to exist and the SPD, at its sole discretion, may sell such excess power to any third party.	SECI within the said period of 15 days, such right shall cease to exist and the SPD, at its sole discretion, may sell such excess power to any third party.
4.	Section III, Cl. 9.1	..... Note: The SPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the issuance of LOA, which shall be complete in all respects, incorporating the clarifications / changes as required by the concerned authorities.....	..... Note: The SPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications / changes as required by the concerned authorities.....
5.	Section III Cl. 10.4	<b>New Clause</b>	In lieu of a Bank Guarantee against EMD, the Bidder may also choose to submit "Payment on Order instrument (POI)" / Letter of Undertaking against EMD, to pay in case situation of default of the Bidder in terms of tender condition arises. Such POI shall be issued by either Indian Renewable Energy Development Agency (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC). Format of the same is enclosed as Format 7.3 D of the RfS.  The phrase "Bank Guarantee (BG) towards/against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG) towards/against EMD/Payment on Order Instrument (POI) against EMD".
6.	Section III, Cl. 15	<b>FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS AND LAND ARRANGEMENTS</b>	<b>FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS</b>
7.	Section III, Cl. 15.vi.	<b>Land arrangements</b>	<b>Deleted</b>
8.	Section III, Cl. 15.A.	New Clause	<b>LAND ARRANGEMENTS</b> (Provisions erstwhile under Clause 15.vi. are to be renumbered as Clause 15.A., a, b, c, d respectively. The provisions remain unchanged.)
9.	Section III, Cl. 16.c.	<b>Modified as follows:</b> Synchronization Certificate is required to be submitted prior to commissioning of the Project. Subsequent to grant of connectivity & after completion of Project in all aspects, in case there is a delay in grant of Synchronization/Charging Permission by the STU or there is a delay in readiness of the STU substation at the Delivery Point, including readiness of the	

		<p>power evacuation and transmission infrastructure of the STU’s network (at &amp; beyond interconnection point, disabling transmission &amp; evacuation of power from Project) until SCD of the Project, and following are established by the SPD:</p> <p>(i) The SPD has complied with the complete application formalities as per Clause 7.10 above,</p> <p>(ii) The SPD has adhered to the applicable procedure in this regard as notified by the RERC/STU.</p> <p>Under such condition, the delay in grant of Synchronization/charging permission and/or delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU’s network will be considered as factors beyond the reasonable control of the SPD and SCD for such Projects shall be revised as the date as on 30<sup>th</sup> day subsequent to the readiness of the Delivery Point and power evacuation infrastructure. Decision on requisite extension on account of the above factor shall be taken by SECI on case to case basis after examining the issue.</p>	
10.	Section III Cl. 16.d.	<p>.....</p> <p>Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin. Such intimation.....</p>	<p>.....</p> <p>Early part commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin. However, in case the entire capacity is commissioned prior to SCD, SECI may purchase the generation at PPA Tariff. Such intimation.....</p>
11.	Section IV Cl. A.4.	<p><b>Modified as follows:</b></p> <p>In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:</p> <ol style="list-style-type: none"> <li>1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).</li> <li>2. “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.</li> <li>3. “Bidder from a country which shares a land border with India” for the purpose of this clause, means: <ol style="list-style-type: none"> <li>a. An entity incorporated, established or registered in such a country; or</li> </ol> </li> </ol>	

		<p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium where any member of the consortium falls under any of the above.</p> <p>4. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8 of the RfS.</p> <p>Other provisions of the referred OM dated 23.07.2020 will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.</p>	
12.	S. No. 5, Format 7.5 Format for Consortium Agreement	<p>..... We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (One) Year after commencement of supply of power.</p>	<p>..... We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 03 (Three) Years after commencement of supply of power.</p>
13.	Annexure A, Sl. 8	<p>The developers will ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.</p>	<p>The developers will comply with the requirements under Hazardous &amp; other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ nonrepairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.</p>
<b>Amendments in the PPA document</b>			
1.	2.1.3	<p><b>Modified as follows:</b></p> <p>Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either Party against the other under this Agreement shall be that, within 120 days after the Effective Date of this Agreement, SECI and/or the Buying Entity shall obtain adoption of tariff from its State Electricity Regulatory Commission and/or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms</p>	

		and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity. The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the SERC and/or CERC (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply.	
2.	2.1.4	Pursuant to Article 4.2.6, if parties have mutually extended the time period as stipulated under Article 2.1.1 and the order from the SERC is issued within the timeline as per Article 2.1.3,....	If parties have mutually extended the time period as stipulated under Article 2.1.1 and the order from the SERC is issued within the timeline as per Article 2.1.3,....
3.	4.4.2	...The SPD shall be required to intimate SECI about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least 60 days prior to the proposed date of commencement of excess generation. SECI shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 30 days of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by SECI within the said period of 30 days, such right shall cease to exist and the SPD shall, at its sole discretion, may sell such excess power to any third party. ...	...The SPD shall be required to intimate SECI about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least <u>30 days</u> prior to the proposed date of commencement of excess generation. SECI shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 15 days of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by SECI within the said period of 15 days, such right shall cease to exist and the SPD shall, at its sole discretion, may sell such excess power to any third party. ...
4.	4.5.2.	<p><b>Modified as follows:</b></p> <p>Synchronization Certificate is required to be submitted prior to commissioning of the Project. Subsequent to grant of connectivity &amp; after completion of Project in all aspects, in case there is a delay in grant of Synchronization/Charging Permission by the STU or there is a delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU's network (at &amp; beyond interconnection point, disabling transmission &amp; evacuation of power from Project) until SCD of the Project, and following are established by the SPD:</p> <ul style="list-style-type: none"> <li>(i) The SPD has complied with the complete application formalities as per Clause 7.10, Section III of the RfS,</li> <li>(ii) The SPD has adhered to the applicable procedure in this regard as notified by the RERC/STU.</li> </ul> <p>Under such condition, the delay in grant of Synchronization/charging permission and/or delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU's network will be considered as factors beyond the reasonable control of the SPD and SCD for such Projects shall be revised as the date as on 30<sup>th</sup> day subsequent to the readiness of the Delivery Point and</p>	

		power evacuation infrastructure. Decision on requisite extension on account of the above factor shall be taken by SECI on case to case basis after examining the issue.	
5.	5.1.8	Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin. Such intimation.....	Early part commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin. However, in case the entire capacity is commissioned prior to SCD, SECI may purchase the generation at PPA Tariff. Such intimation.....
6.	7.1.1	For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the SPD and SECI shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.	For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the SPD and SECI shall follow and be bound by the RERC metering guidelines 2007 (amended time to time) and the Grid Code, as amended and revised from time to time.
7.	12	The term "Project Cost" used in this Article shall mean "the cost incurred by the SPD towards supply and services only for the Project concerned, upto the Actual Commissioning Date of the last part capacity or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earlier."	
<b>Amendments in the PSA document</b>			
1.	Recital II	<b>Modified as follows:</b> Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either Party against the other under this Agreement shall be that, within 120 days after the Effective Date of the PPA, SECI and/or the Buying Entity shall obtain adoption of tariff from its State Electricity Regulatory Commission and/or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity. The Parties agree that in the event the order of adoption of tariff as mentioned above is not issued by the SERC and/or CERC (as applicable) within the time specified above, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date of the Projects for equal number of days for which the CERC/SERC order has been delayed beyond the above deadline.	
2.	1.2	New Clause	As per provisions of the PPA, the SPDs are permitted for full as well as part

			commissioning of the Project even prior to the SCD. In case of early part commissioning of the Project(s) prior to SCD, Buying Entity may purchase the power @75% of the Applicable tariff as per the PPA, plus SECI's Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh)]. However, in case of early full commissioning of the Project(s) prior to SCD, Buying Entity may purchase the power at the Applicable tariff as per the PPA, plus SECI's Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh)].
3.	2.7	<p><b>Payment Security Fund</b></p> <p>In addition to provisions contained in Article 2.6 above, the Buying Entity shall provide Payment Security Fund, which shall be suitable to support payment of at least 3 (three) months' billing, ...</p>	<p><b>Payment Security Fund</b></p> <p>In addition to provisions contained in Article 2.6 above, the Buying Entity may provide Payment Security Fund, which shall be suitable to support payment of at least 3 (three) months' billing, ...</p>

**Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (in lieu of BG against EMD)**

No.

Date

**SECI,**

**Registered**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reg: M/s \_\_\_\_\_(insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs. \_\_\_\_\_**

Dear Sir,

1. It is to be noted that M/s. \_\_\_\_\_(insert name of the POI issuing Agency) (**‘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.
2. At the request of M/s \_\_\_\_\_, on behalf of \_\_\_\_\_(insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. \_\_\_\_\_(Rupees\_\_\_\_\_ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for \_\_\_\_\_(enter RfS title) under Tariff-based Competitive Bidding of the cumulative capacity of ..... MW [Insert cumulative Project capacity proposed] 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 IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ [Insert amount not less than that derived on the basis of Rs. 4 Lakhs per MW of cumulative capacity proposed], only, on behalf of M/s \_\_\_\_\_ [Insert name of the Bidder].

4. 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/RPD, to make any claim against or any demand against the SPV/RPD or to give any notice to the SPV/RPD;
- (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/RPD;
- (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;

5. 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.
  
6. 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 FOR DISCLOSURE**

**(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)  
DISCLOSURE**

Ref.No. \_\_\_\_\_ Date: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company/ Lead Member of Consortium)

\_\_\_\_\_

\_\_\_\_\_

Tel.#:

Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

**Sub: Response to RfS No. SECI/C&P/SPD/RfS/RJ-III/072020 dated \_\_\_\_\_ for Selection of Solar Power Developers for Setting up of 1070 MW Grid Connected Solar PV Power Projects in Rajasthan (Tranche-III)**

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. \_\_\_\_\_ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare 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.

We further declare that we have read the provisions of Clause A.4, Section IV of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**Annexure to Format 7.8**

**DECLARATION**  
**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:**  
MoF OM No 6/18/2019-PPD dated 23.07.2020

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

Ref. No. \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited  
D - 3, 1st Floor, Wing - A, Prius Platinum Building  
District Centre, Saket, New Delhi - 110 017

**Sub: Response to the Tender No ..... dated .....for the tender for**  
.....  
.....

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, MoF, Govt. of India.

Kindly provide the relevant declaration(s) pertaining to you.

We are hereby submitting the following declaration in this regard:

**Declaration 1:**

**Model Certificate for Tenders (for transitional cases as stated in para 3 of attached Order)**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.

**Declaration 2:****Model Certificate for Tenders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

**Declaration 3:****Model Certificate for Tenders for Works involving possibility of sub-contracting**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

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 the tender will be rejected.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,  
We remain,  
Yours faithfully,

Encl: OM dated 23.07.2020, as referred above

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.