



**Request for Selection (RfS) Document
for
Setting up of 25kW Green Hydrogen-based Pilot
Project at SNM Hospital, Leh, UT of Ladakh**

RfS No. SECI/C&P/IPP/17/0005/21-22 dated: 07.02.2022

Tender Search Code on ISN-ETS: SECI-2022-TN000004

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

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this 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.
4. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi

Date: 07.02.2022

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	1. Selection of Project Developer for Setting up of 25 kW Green Hydrogen based Pilot Project at SNM Hospital, Leh, UT of Ladakh 2. Setting up of 25 kW Green Hydrogen based Project on “Build-Own-Operate” basis, and supply of electricity, heat and oxygen using green Hydrogen, to the SNM Hospital, shall be in the scope of the Developer.				
(B)	RfS NO. & DATE	SECI/C&P/IPP/17/0005/21-22 dated: Dated : 07.02.2022				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input type="text" value="Yes"/>
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(D)	TYPE OF RfS/ TENDER	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input type="text" value="Yes"/>					
MANUAL	<input type="text"/>					
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document				
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON- REFUNDABLE)	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> </table>	APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input type="text" value="Yes"/>
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NOT APPLICABLE	<input type="text" value="Yes"/>					

(G)	BID PROCESSING FEE	<table><tr><td>APPLICABLE</td><td><div>Yes</div></td></tr><tr><td>NOT APPLICABLE</td><td><div></div></td></tr></table> <p>Rs. 6,000 including GST, to be submitted through NEFT/RTGS transfer in the account of SECI along with response to RfS in favour of “Solar Energy Corporation of India Ltd”, payable at New Delhi.</p>	APPLICABLE	<div>Yes</div>	NOT APPLICABLE	<div></div>
APPLICABLE	<div>Yes</div>					
NOT APPLICABLE	<div></div>					
(H)	EARNEST MONEY DEPOSIT (EMD)	<table><tr><td>APPLICABLE</td><td><div>Yes</div></td></tr><tr><td>NOT APPLICABLE</td><td><div></div></td></tr></table> <p>Amount: Rs. 1,34,000/- (Indian Rupees One Lakh Thirty-Four thousand only) to be submitted in the form of Bank Guarantee along with the response to RfS</p>	APPLICABLE	<div>Yes</div>	NOT APPLICABLE	<div></div>
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NOT APPLICABLE	<div></div>					
(I)	PERFORMANCE BANK GUARANTEE	<table><tr><td>APPLICABLE</td><td><div>Yes</div></td></tr><tr><td>NOT APPLICABLE</td><td><div></div></td></tr></table>	APPLICABLE	<div>Yes</div>	NOT APPLICABLE	<div></div>
APPLICABLE	<div>Yes</div>					
NOT APPLICABLE	<div></div>					
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Solar Energy Corporation of India Limited (A Government of India Enterprise) 6 th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 Scheduled as per NIT on ISN-ETS portal and/or SECI website.				
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal				
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal				
(M)	CONTACT DETAILS OF ISN-ETS Portal	M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com				

(N)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)	Sh. Ajay Kumar Sinha Addl. General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited 6 th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023 Contact No.: 011 24666220 Email : contracts@seci.co.in
(O)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	1) Sh. Debajyoti Bordoli Sr. Manager (Projects) Contact No. 011-24666228 debajyoti.b@seci.co.in 2) Sh. Pratik Prasun Manager (C&P) Contact No. 011-24666237 pratikpr@seci.co.in 3) Sh. Jayansh Gaur Senior Engineer (C&P) Contact No. 011-24666281 jayansh.gaur@seci.co.in

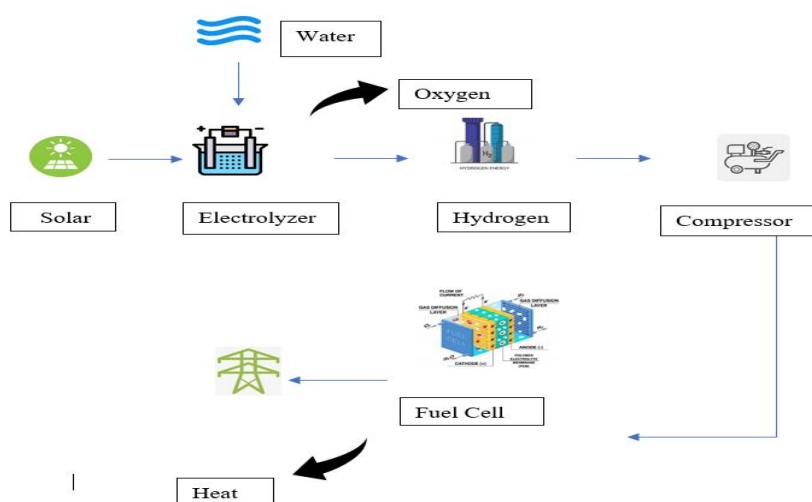
1. Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
2. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.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

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

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2 Government of India is keen on making Ladakh the first carbon-neutral territory of India. Ladakh is endowed with a multitude of renewable energy sources, including solar, wind, hydroelectric and geothermal, which have immense potential to be harnessed. Comprising several remote locations and isolated hamlets, Ladakh has been dependent on diesel to meet its power and heat requirements, especially during winters.
- 1.3 Sonam Norboo Memorial (SNM) Hospital (hereinafter referred to as “the Hospital”) is located in Leh, Union Territory of Ladakh. The Hospital receives electricity supply from Power Development Department (PDD) Ladakh, and also uses Diesel Generators (DG) for electricity consumption during grid outage. The heating requirement is being met by Electric boilers and Diesel boilers. The objective of the project is to set up a Green Hydrogen based system that will meet Electricity and Heat requirements of the Hospital so that dependency on Diesel is reduced.
- 1.4 Among the chemical storage technologies, hydrogen is being seen as an especially promising storage medium. It can be produced by electrolysis of water using excess energy from renewable energy sources (referred to as green hydrogen), easily compressed and stored for long periods and can withstand harsh conditions. Renewable Energy powered water electrolysis using commercially available technologies like alkaline electrolysis, proton exchange membrane (PEM) electrolysis, or solid oxide electrolysis cells, furnishes the renewables sector with a potentially lucrative array of end-uses. The general schematic cycle of this conversion process is shown below:



- 1.5 In line with the above, on behalf of the Hospital, SECI wishes to invite proposals for setting up of a 25 kW Green Hydrogen based pilot project at SNM Hospital for meeting the electricity, heating and oxygen requirements of the Hospital. The Project shall be set up on “Build-Own-Operate” (BOO). The Hospital shall enter into a Supply Agreement (SA) with the successful bidder selected based on this RfS for procurement of electricity, heat and oxygen, for a period of 15 years based on the terms, conditions and provisions of the RfS and SA. The standard SA document shall shortly be made available on the ISN-ETS portal, <https://www.bharat-electronictender.com>.
- 1.6 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.

2 Invitation for Bids

- 2.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of Sections-2 and 3 of the RfS. The respective rights of SECI and the Bidder/Developer shall be governed by the RfS Documents/Agreement signed between SECI, the Hospital and the Developer for the Project.
- 2.2 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

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

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

issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- 2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.
- 2.4 Bidder shall submit bid proposal along with non-refundable Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Bid Processing Fees and EMD will be rejected.
- 2.5 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS Portal or from SECI's website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on SECI website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- 2.6 In case the RfS provides provision for multiple bids by a common bidder, then separate Bid Processing Fees and Document Fees shall be furnished for all the bids as listed out in the RfS along with the response to RfS. Kindly refer the Clause of Bid Information Sheet for details.
- 2.7 SECI reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 2.8 **Interpretations**
- Words comprising the singular shall include the plural & vice versa.
 - An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
 - A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
 - Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
 - The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 *Scope of Work*

Under this RfS, the Project Developer shall be required to set up a grid connected 25kW Green Hydrogen-based Project for supply of electricity, heat and oxygen to the Hospital as per the provisions of the RfS and SA. The detailed scope of work is as follows:

- 3.1 Design, supply, testing, commissioning of green hydrogen based complete power-to-power cycle system along with Metering arrangement for Supply of 100 kWh-e of electricity per day and 85 kWh-th of heat per day at SNM Hospital for 15 years, including but not limited to:
- a. Supply, Testing and Commissioning of suitably sized Electrolyzer for electrolysis of water for production of Hydrogen. The supply of water of required quality for the electrolysis shall be in the scope of the Developer. Hydrogen production, compression and storage components of the project shall be installed at the premises of SECI's Solar PV plus BESS Project (hereinafter referred to as the "Solar PV Project") at Taru.
 - b. Installation of protection and metering system (415 V) at the Solar PV Project at Taru for input power to the Electrolyzer.
 - c. Supply, Testing and Commissioning of Hydrogen Storage Tanks at adequate pressure as per PESO guidelines to provide for 2 days of autonomy of Power Supply (with reference to the Project design).
 - d. Transportation of Hydrogen from the Solar PV Project location to the location of the Project for operation of Gas-to-Power Plant.
 - e. Integration of Electricity and Heat Output into the existing system of the Hospital including metering arrangement.
 - f. Supply, Testing, Commissioning of Hydrogen fuel cell-based power stacks along with auxiliary systems like converter/Inverter, hydrogen storage module, Hydrogen Safety, equipment, Fuel cell control system, propulsion control system, air handling unit, heat exchangers etc. (i.e. Balance of Plant) required for producing heat and power along with EMS (Energy Management Strategy) complying with IEC/international standards specified herein.
- OR
- Supply, Testing, Commissioning of Reciprocating Internal Combustion Engine along with auxiliary systems as per standards specified herein
- 3.2 Installation and ownership of the Project, along with obtaining connectivity, and necessary approvals as applicable, and interconnection with the grid, will be under the scope of the Developer.

4 *Not Used.*

5 *Maximum Eligibility for Contracted Capacity Allocation for a Bidder*

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

- 5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a fixed quantum of Contracted Capacity of **25 kW**, in the prescribed formats.

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

- 5.2 Only a single Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company will be awarded the Project capacity of 25 kW under this RfS.
- 5.3 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Project is elaborated in Section-5 of the RfS.
- 5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6 *Project Configuration and Location*

6.1 **Project Configuration**

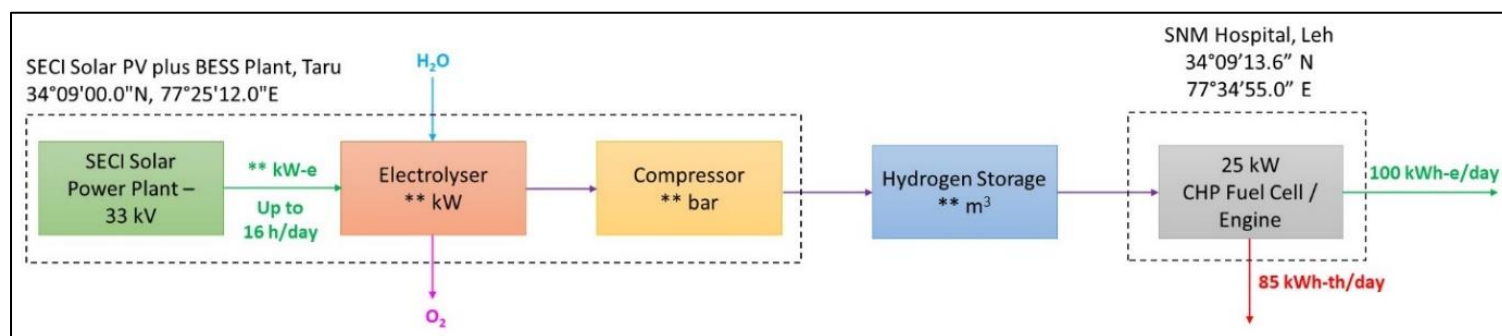
- a. About the Hospital and SECI's Solar PV Project:

Sonam Norboo Memorial Hospital is the biggest government hospital in the district of Leh in Ladakh. It is a 250-bed hospital with multiple specialty units that serves as the referral hospital for the region. It has a large power and heat demand that is partly met by diesel, especially in winters, when grid supply is often insufficient. It has, therefore, been chosen as the site for a demonstration project to meet the power and heat demand of the hospital with renewable energy generated by a solar plant and stored in the form of hydrogen on the hospital campus.

SECI has recently commenced implementation of its own 20 MW(AC) Solar PV Project along with 20 MW/40 MWh Battery Energy Storage System (BESS) at Village Taru, District Leh, in the UT of Ladakh.

- b. The term "Project" shall have the meaning as defined in Section-6 of the RfS, and it shall comprise following two components: (i) Hydrogen production component, and (ii) Electricity, heat and Oxygen supply component.
- c. The first component, consisting of Hydrogen production, compression and storage components of the Project, shall be installed at the premises of the above Solar PV Project at Taru. The second component, consisting of the Combined Heat and Power (CHP) Fuel cell or Gas Engine and associated system of the Project, shall be installed at SNM Hospital, Leh.

d. A representative schematic of the Project configuration is as follows:



6.2 Project Location

Land required for installation of Electrolyzer, Compressor, Hydrogen Storage and associated system shall be provided by SECI at the Solar PV Project location at Taru (34°09'00.0" N, 77°25'12.0" E).

For the Electricity, heat and Oxygen supply component, including installation of Hydrogen storage and associated systems, a 20 m x 6 m plot has been identified at SNM Hospital, Leh (34°9'13.6" N, 77°34'54.98" E).

The above land parcels will be provided to the Developer by the respective agencies subsequent to signing of Power Purchase Agreement (with SECI) and Supply Agreement (with the Hospital) respectively. The respective agreements will be prior to providing clear possession of the above identified land parcels to the Developer.

Suitable provisions will be incorporated in the PPA and SA to provide Right-to-Use of the identified land parcel to the Developer.

7 Connectivity with the Grid

- 7.1 The Project should be designed for interconnection with the grid in accordance with the prevailing CERC/SERC regulations in this regard. For interconnection with the grid and metering, the Developer shall abide by the 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 Central Electricity Authority (CEA).
- 7.2 The Hydrogen production component will be provided electricity from the Solar PV Project through a 415 V feeder. The electricity, heat and oxygen supply component will be connected to the 11kV feeder at the Hospital. Metering will be done at the above two points, through ABT (main and check) meters. Metering arrangement of the Project shall have to be adhered to in line with relevant clause of the SA with the Hospital and PPA with SECI.
- 7.3 For the Heat output, thermal energy meter, instruments for measurement of mass flow rate, inlet and outlet temperature of heat transfer fluid shall be provided by the Developer at the Hospital for measuring the quantum of heat supplied from the Project. The meter will be sealed as per applicable J&K PDD rules.

- 7.4 The transmission of power and maintenance of the transmission system up to the point of interconnection at the Hospital, where metering is done for energy accounting, shall be the responsibility of the Developer at its own cost.
- 7.5 The arrangement of connectivity can be made by the Developer through a dedicated transmission line upto the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the Developer.

8 *Performance Criteria of the Project*

8.1 Criteria for Supply Heat, Electricity and Oxygen

- a. The Project shall supply 100 kWh-e of electricity per day (maximum of 25 kW-e of power) and 85 kWh-th of heat per day to the Hospital. Hydrogen shall be produced by Electrolysis of water. The power required for electrolysis shall be provided by SECI at the tariff as indicated in the Power Purchase Agreement (PPA) executed between SECI and the Developer, for a maximum duration of 16 hours per day from the Solar PV Project.
- b. The hydrogen produced by the Electrolyzer shall be compressed and stored in transportable containers. The capacity of hydrogen storage shall be sufficient enough to store fuel required to run the fuel cell / gas engine for two (2) days. The Electrolyzer rating shall be chosen in such a way that hydrogen is available for one day operation of fuel cell / gas engine even in the extreme scenario of “no radiation” for a complete day once a week.
- c. The hydrogen cylinders shall be transported to SNM Hospital where CHP Fuel Cell / Gas Engine is installed. Depending on the load requirement, the fuel cell / gas engine shall be operated so as to provide 100 kWh-e of electricity per day (maximum of 25 kW-e of power). The CHP fuel cell / engine shall also provide 85 kWh-th of heat per day.
- d. The oxygen produced by Electrolyzer may be utilized by the Bidder for suitable applications; no off-take guarantee for oxygen shall be provided by the Hospital.
- e. Technical criteria to be followed by the Project components are annexed at Annexure-C of the RfS.

8.2 Shortfall in meeting the performance criteria

The Project shall be operated to deliver electricity and heat as per the requirements brought out in Clause 8.1 above. If the Project is continuously failing to achieve the above performance criteria on a daily basis for any 2 consecutive years during the Term of the SA, the Hospital reserves the right to terminate the SA. In that scenario, the Developer will be required to uninstall the Project and handover the identified land parcel to the Hospital in its original state.

9 *Commissioning of Project*

Project commissioning shall be carried out by the Developer in line with the procedure as per the SA. Commissioning will be declared only upon successful operationalization of both the Project components by the Developer. SECI may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificate shall be issued by SECI after successful commissioning.

9.1 **Part Commissioning**

There will be no part commissioning allowed for this Project.

9.2 **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 **12 months** from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 24.03.2022, then SCD shall be 24.03.2023).
- b. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on **6 months** after the SCD or the extended SCD (if applicable) (for e.g. if SCD of the Project is 24.03.2023, then the above deadline for Project commissioning shall be 24.09.2023).
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.2.b above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of delay by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (18/180). For the purpose of calculation of the above delay, a “month” shall be considered consisting of 30 days.
- d. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, the SA will stand terminated.

9.3 **Delay in Commissioning on account of delay in commencement of power supply from the Solar PV Project**

A pre-requisite for commissioning of the Project shall be commencement of power supply from the Solar PV Project of SECI. The Developer will align its Project construction activities with the construction schedule of the Solar PV Project, to avoid any mis-match between commissioning of the two Projects. In case SECI is unable to commence supply of power to the Developer until SCD of the 25kW Project, SCD of the Project shall be suitably extended by SECI.

10 *Not Used*

11 *Early Commissioning*

Early commissioning of the Project will be allowed solely at the risk and cost of the Developer, only in case the Solar PV Project is ready to provide necessary power to the Electrolyzer, and the Hospital agrees to offtake power, heat and oxygen at an earlier date, and at the applicable tariff as per the SA.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

12 *Obtaining RfS Documents*

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

13 *Bid Processing Fees*

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 Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of SECI are available on www.seci.co.in under the “Financials” Tab.

Bids submitted without the Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (including partial submission of the amount), 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 Bid Processing Fee & EMD.

14 *Project Scope & Technology Selection*

Under this RfS, the Developer shall set up the Project including the dedicated transmission network up to the Interconnection/Delivery Point, 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 and/or dedicated transmission network upto the Interconnection/ Delivery Point, including those required from State Government and local bodies, shall be in the scope of the Developer. The Project to be selected under this RfS provide for deployment of hydrogen-based energy storage technology. However, the selection of Project would be technology agnostic within this scope.

15 *Not Used.*

16 *Clearances Required from the State Government and Other Local Bodies*

The Project Developer is required to obtain all necessary clearances and permits as required for setting up the Project, including but not limited to the following:

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Any other clearances as may be legally required, in order to establish and operate the Project.

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

The Developer shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Project is being located. It shall be the responsibility of the Developer to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.

Note: The Developer should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the SA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the Developer faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

17 Earnest Money Deposit (EMD)

- 17.1 Earnest Money Deposit (EMD) of **INR 1.34 Lakhs** (Rs. 1,34,000) in the form of Bank Guarantee according to Format 7.3A 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 issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.
- 17.2 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.

- 17.3 SECI has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder

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

17.4 Forfeiture of EMD:

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

- a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In 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 21 of the RfS or does not execute the PPA within the stipulated time period;
- c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- d. If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 18 of the RfS

18 *Performance Bank Guarantee (PBG)*

- 18.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ **INR 2.68 Lakhs** (Rs. 2,68,000) prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B, bearing a validity period up to (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project. 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. It may be noted that PPA and SA will be signed only upon successful verification of the PBG submitted by the Developer.
- 18.2 The PBG is required to be submitted in the name of the entity signing the SA. In case of SA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA.
- 18.3 The Project Developer shall furnish the PBG 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). 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 39.1.ii of the RfS.
- 18.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD) and 7.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the PPA and SA shall not be signed.

- 18.5 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.
- 18.6 The selected Bidder for the Project selected based on this RfS is required to sign SA with the Hospital within the timeline as stipulated in Clause 21 of the RfS. In case, the Hospital offers to execute the SA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the SA and/or PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by SECI from the Bank Guarantee available with SECI (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.
- 18.7 The Bank Guarantee has to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 18.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/Developers. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd and a confirmation in this regard is received by SECI". Message Type: IFN760COV is to be used by the issuing bank.
- 18.9 In case of Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- 18.10 After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days of Letter of Award (LoA) to the successful Bidder. The PBG of Developer shall be returned to them, immediately after successful commissioning of their project as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 and 10 of the RfS.

19 Not Used

20 Applicable Tariff

The tariff applicable under the RfS shall be in terms of Rs./kWh. The meter used for measuring the heat supply will record the heat supplied in terms of kWh. These thermal units will be added to the energy supply recorded by the electrical energy meter (kWh), providing the total energy supplied from the Project in terms of kWh. The monthly billing will be carried out by multiplying the applicable tariff with the sum of thermal and electrical energy units as recorded by the respective meters.

For example, assuming an applicable tariff of Rs. 15/kWh. For a particular month, electrical energy recorded is 3500 kWh-e, and thermal energy recorded is 3000 kWh-t the total amount payable to the developer will be calculated as Rs. 15/kWh x (3500+3000) kWh = Rs. 97,500.

21 Supply Agreement (SA) and Power Purchase Agreement (PPA)

- 21.1 Supply Agreement: The Project Developer shall enter into a Supply Agreement (SA) with the Hospital for supply of electricity, heat and oxygen to the Hospital from the Project. A copy of standard SA will be made available on ISN-ETS Portal and also in SECI website. The SA shall be signed within 30 days from the date of issue of Letter of Award (LoA), if not extended by SECI (for eg. if the LoA is dated 07-02-2022, then the last date of signing of SA shall be on or before 09.03.2022). Subsequent extension in this timeline shall be finalized as mutually agreed by the Hospital and the Developer.
- 21.2 Power Purchase Agreement: SECI shall enter into Power Purchase Agreement (PPA) with the Successful Bidder, for supply of power to the Developer from the Solar PV Project. A copy of standard PPA will be made available on ISN-ETS Portal and also in SECI website. The PPA shall be signed within 15 days from the date of signing of SA, if not extended by SECI (for eg. if the SA is signed on 09-03-2022, then the last date of signing of PPA shall be on or before 24.03.2022). Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the Developer. PPA will be executed between SECI and the Developer only after signing of the Supply Agreement between the Developer and the Hospital.
- 21.3 In order to remove ambiguity, it is clarified that PPA and SA will be executed by the same entity, i.e. the Successful Bidder or its Special Purpose Vehicle created for executing the Project. In case of an SPV executing the Project, the same SPV will execute both the agreements.
- 21.4 The SA and PPA shall be valid for a period of 15 years from the Commercial Operation Date (COD) of the Project. Any extension of the respective agreement periods beyond 15 years shall be through mutual agreement between the Developer, the Hospital and SECI. After expiry of the Term of the SA and the PPA, the Developer shall decommission the Project at the respective sites and hand over the allocated land area in the same condition in which the land was allocated to the Developer in the first place.
- 21.5 The Performance Bank Guarantee as per Clause 18 above shall be submitted by the Developer prior to signing of SA. Before signing of SA and PPA, 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 Developer are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 21.6 Successful bidder will have to submit the required documents to SECI within 20 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, SECI shall not be liable for delay in verification of documents and

subsequent delay in signing of SA and PPA. Effective Dates of the SA and PPA shall be the respective dates of signing of the two agreements.

- 21.7 The Hospital will be obliged to buy the entire heat and power as per generation schedule, to be provided by the Developer subject to limitations as per the SA, required under grid regulations. However, the Developer is required to demonstrate the performance criteria as stipulated in clause 8.1.
- 21.8 The Developer will be free to reconfigure and repower the Project from time to time during the SA duration, pursuant to Clause 8.1 above. However, the Hospital will be obliged to buy power and heat only upto the Contracted Capacity as per the SA.

22 Financial Closure or Project Financing Arrangements

- 22.1 The Project shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 24.03.2022, then scheduled Financial Closure date shall be 24.03.2023).
- 22.2 At the stage of financial closure, the Developer shall report 100% tie-up of Financing Arrangements for the Project. In this regard, the Developer 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. The Developer shall also submit details of all planned/proposed electrolyzers and fuel cells/ Reciprocating Internal Combustion Engine (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project.
- 22.3 Checklist of documents to be submitted at this stage is provided at Annexure-A of the RfS.
- 22.4 In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash PBG and terminate the Project, unless the delay is on account of factors not owing to any action or inaction on the part of the Developer, or is caused due to a Force Majeure as per PPA/SA. An extension can however be considered, on the sole request of Developer, on advance payment of extension charges of INR 1,000/- per day per kW. This extension will not have an impact on the obligation of Developer to achieve commissioning by the SCD of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the Developer in case it is not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the Developer to either furnish the necessary documents or make the above-mentioned payment of Rs. 1,000/kW/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 and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/kW/day shall be paid by the Developer 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 Developer. In case of the Developer meeting the requirements of Financial Closure before the last date of such proposed

delay period, the remaining amount deposited by the Developer 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 Developer without any interest on achievement of successful commissioning on or before the SCD.

- 22.5 The Developer 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.

23 Land Arrangements for the Project

- 23.1 Refer Clause 6.2 above.

24 Commercial Operation Date (COD)

Commercial Operation Date (COD) shall be the actual date of commissioning of the Project, as indicated on the Commissioning Certificate, upon successful commissioning of the full capacity of the Project. The 15-year tenure of PPA shall be as per the provisions of PPA/SA. Any energy produced and flowing into the grid before COD shall not be at the cost of the Hospital under this RfS and the Developer will be free to make short-term sale to any organization or individual. SECI may agree to buy this power as a trader if they find it viable outside this RfS.

25 Minimum Paid Up Share Capital to be Held by Project Promoter

- 25.1 The Bidder shall provide complete information in its bid in reference to this RfS about its shareholding and upon issuance of LoA, the Developer shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA and SA.
- 25.2 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 (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
- iv. Transfer of shares within the members of Immediate Promoter Group only.
- v. Transfer of shares to IEPF.
- vi. Issue of Bonus Shares.

- 25.3 In case of Project being executed through SPVs: The Selected Bidder executing the Project, 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 01 (one) year after the COD, except with the prior approval of SECI. In the event the selected 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 01 (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.
- 25.4 In case of the selected 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 01 (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.
- 25.5 In case of a company having multiple promoters (but none of the shareholders having more 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.
- 25.6 Any change in the shareholding after the expiry of 01 years after COD can be undertaken under intimation to SECI. Transfer of controlling shareholding of the company developing the project 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.
- 25.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA and SA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI.

26 *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 are stated at Annexure – B. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

- Covering Letter as per **Format 7.1.**
- 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 7.2.**

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.

- c. Bank Guarantee against Earnest Money Deposit (EMD) as per **Format 7.3 A**.
- d. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - i. 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 Project and to sign the PPA and SA. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
 - ii. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - iii. 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.
- e. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
- f. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
- g. Undertaking regarding no willful default and no major litigation pending as per **Format 7.7**.
- h. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.
- i. Format for Technical Criteria as per **Format 7.9**.
- j. 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/ Hydrogen based Project development/Fuel cell-based Project 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/

Hydrogen based Project development/Fuel cell-based Project Development has to be submitted prior to signing of SA.

- ii. Certificate of Incorporation of Bidding Company/all member companies of Bidding Consortium.
- iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that 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 2020-21 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.
- k. Covering letter of the Financial bid as per **Format - 7.10.**
- l. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.11.**

27 Important Notes and Instructions to Bidders

- 27.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 27.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of SA and PPA in terms of Clause 21 of the RfS.
- 27.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to 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.
- 27.4 If the event specified at 27.3 is discovered after the Effective Date of SA/PPA, consequences specified in SA/PPA shall apply.
- 27.5 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 18 of the RfS.
- 27.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/Addenda, PPA and SA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.

- 27.7 The response to RfS shall be submitted as mentioned in Clause 26 of the RfS. 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.
- 27.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 27.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 27.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 27.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 27.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 27.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 27.14 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.
- 27.15 The State Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between the Developer and SECI/the Hospital. Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 27.16 All the financial transactions to be made with SECI including delay charges (except charges for delay in Financial Closure), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

28 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) Response to RfS not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- (d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- (e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (f) Subject to provisions of Clause 5.1, 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.
- (g) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

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

29 Method of Submission of Response to RfS by the Bidder

29.1 Documents to be Submitted Offline (in Original)

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

- a. Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A).
- b. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

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

Bank Guarantee 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 22.01.2022, the above deadline will expire at 18:00 hrs on 24.01.2022. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees.

Note: In all cases, the Bank Guarantee against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

RfS for Setting up of 25 kW Green Hydrogen-based Pilot Project at SNM Hospital, Leh, UT of Ladakh	
<i>RfS Reference No.</i>	SECI/C&P/IPP/17/0005/21-22 dated: 07.02.2022
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	AGM (C & P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Tel No. 011-24666220 Email - contracts@seci.co.in

29.2 Documents to be Submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-B. The bidders shall strictly follow the instructions mentioned in the electronic form 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 offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Processing Fee submitted at this stage will be encashed and the EMD shall be returned and the submitted bid will stand cancelled.

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

I. Technical Bid (First Envelope)

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

- (a) Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A and 7.9 as elaborated in Clause 26 of the RfS.
- (b) All attachments elaborated in Clause 26 of the RfS, under the sub-clause x: Attachments, with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of NEFT/RTGS details towards Bid Processing Fee as mentioned in Bid Information Sheet.
- (e) 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 27.8, and Annexure-B, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

II. Financial Bid (Second Envelope)

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

- (a) Covering letter as per Format - 7.10 of the RfS
- (b) Preliminary Estimate of Cost of the Project as per Format 7.11 of the RfS.

Only single tariff bid (INR/kWh) 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:


- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) 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.
- (c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) 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.

- (e) 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.

30 Notice Board for Display

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

<p align="center">25kW Green Hydrogen-based Pilot Project in SNM Hospital, Leh</p> <p align="center">Owned and operated by</p> <p align="center">----- (insert name of the Developer)</p> <p align="center">[Under RfS Setting up of 25kW Green Hydrogen-based Pilot Project at SNM Hospital, Leh, UT of Ladakh by Solar Energy Corporation of India Limited]</p> <p align="center"></p> <p align="center">Village :....., Tehsil....., District....., UT: Ladakh</p>
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31 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) 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.

32 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.

33 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

- 33.1 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.

- 33.2 SECI will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI's response will be uploaded in the ISN-ETS portal <https://www.bharat-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.
- 33.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).

34 *Right of SECI to Reject a Bid*

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 bid processing fee (excluding GST, if amount credited to SECI's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

35 *Post Award Compliances*

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

Any checklist shared with Developer by SECI for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of RfS, SA and PPA must be timely submitted by the Developer.

SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS

Short listing of Bidders will be based on the following Criteria:

36 *General Eligibility Criteria*

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

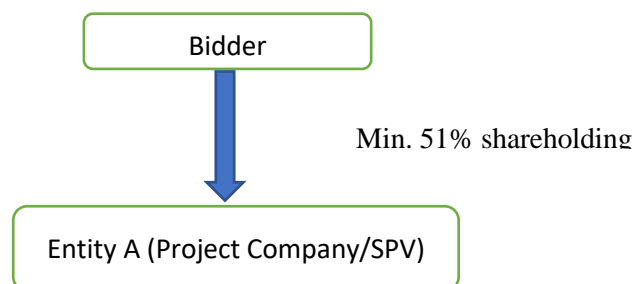
- 36.1 The Bidder shall be a Company as defined.
- 36.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. For the avoidance of doubt, 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 7.5).
- 36.3 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 at least 51% 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, Clause 37.7 of the RfS shall be applicable.

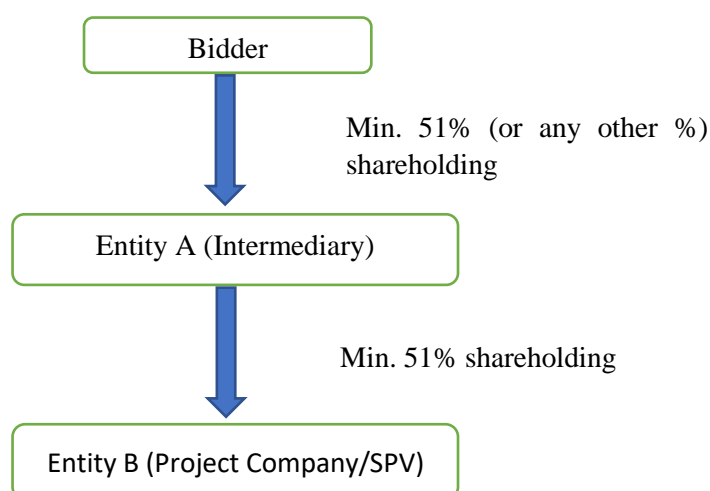
- 36.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:
- i. Any bidder 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).
 - ii. “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.
 - iii. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or

- iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium where any member of the consortium falls under any of the above.
- iv. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
- v. Other provisions of the referred OM dated 23.07.2020, except Sl. 11 of the OM, 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.
- 36.5 Limited Liability Partnership (LLPs) are not eligible for participation.
- 36.6 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 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA.
- 36.7 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, except with the prior approval of SECI. 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.
- 36.8 The Bidder or any of its Affiliates should not be a wilful 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.
- 36.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 36.3 and 36.6 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 provisions of the RfS, only Scenario 1 will be permissible under this RfS.

37 Technical Eligibility Criteria

- 37.1 Under 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 Project. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 22 of the RfS. The undertaking shall be submitted as per enclosed Format 7.9.
- 37.2 Detailed technical parameters for the Project to be met by Developer are at Annexure-C. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-C.
- 37.3 The Project shall also comply with the criteria for power supply as detailed in Clause 8 of the RfS.

38 Financial Eligibility Criteria

38.1 Net-Worth

- i. The Net Worth of the Bidder should be equal to or greater than **INR 13.4 Lakhs (Rs. 13,40,000)**, as on the last date of previous Financial Year, i.e. FY 2020-21 or as on the day at least 7 days prior to the bid submission deadline.

- ii. 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.
- iii. 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.

38.2 **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:

- i. A minimum annual turnover of **INR 12.15 Lakhs (Rs. 12,15,000)** during the previous financial year, 2020-21 or as on the day at least 7 days prior to the bid submission deadline. 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.
- ii. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 2.43 Lakhs (Rs. 2,43,000)**, as on the last date of previous financial year, 2020-21, or as on the day at least 7 days prior to the bid submission deadline.
- iii. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 3.04 Lakhs (Rs. 3,04,000)**, 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.

38.3 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 Clauses 38.1 and 38.2 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.

38.4 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.

38.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2020-21, or as on the day at least 7 days prior to the bid submission

deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the 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 annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the 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.

- 38.6 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- 38.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 38.6 above.
- 38.8 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 example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100 MW, then, total Net-Worth to be met by the Consortium is Rs. 13.4 Lakhs. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 9.38 Lakhs and to be met by Consortium Member B would be Rs. 4.02 Lakhs. Similar methodology shall be followed for computation of liquidity requirement.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECT

39 *Bid Evaluation*

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

40 *Techno-Commercial Evaluation of Bidders (Step 1)*

- 40.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 29 of the RfS are received by SECI. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee.

For e.g., if the bid submission deadline is 18:00 hrs on 05.12.2022, the online bid opening will be conducted on 08.12.2022. In case of the above deadline being a holiday, the bids will be opened on the next working day.

- 40.2 Not Used.

- 40.3 Subject to Clause 28 of the RfS, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of bids, SECI may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 07 (seven) days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the 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.

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

41 *Financial Bid Evaluation (Step 2)*

- 41.1 In this step, evaluations of Techno-Commercially Qualified Bids shall be done based on the Tariff quoted by the Bidder in the Electronic Form of Financial Bid.
- 41.2 Second Envelope (containing Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.
- 41.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff in Indian Rupee per kWh for the Project. **The tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only.** If it is quoted with more than two digits after

decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.337/kWh, then it shall be considered as INR 2.33/kWh).

- 41.4 In this step, evaluation will be carried out based on the tariff quoted by Bidders.
- 41.5 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.
- 41.6 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.
- 41.7 Not used.
- 41.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

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	₹ 2.65 (Tariff in ₹/ kWh)	L6

42 Not Used

43 Selection of Successful Bidders

- 43.1 The Bidder quoting the lowest tariff in the financial bid (“**L1 Bidder**”) as mentioned at 41.8 above shall be declared as Successful Bidder.

In case of a tie among two or more bidders at the L1 Tariff, then the ranking among these Bidders will be done based on draw of lots.

44 Issuance of LoAs

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

In all cases, SECI’s decision regarding selection of Bidder or annulment of tender process shall be final and binding on all participating bidders.

SECTION 6. DEFINITIONS OF TERMS

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

- 45.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 45.2 **"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.
- 45.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA.
- 45.4 **"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.
- 45.5 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.
- 45.6 **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.
- 45.7 **"BID CAPACITY"** shall mean aggregate project capacity as proposed by the bidder.
- 45.8 **"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.
- 45.9 **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
- 45.10 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause 24 of the RfS.

- 45.11 **“CONTRACTED CAPACITY”** shall mean the AC capacity (25 kW) contracted with the Hospital for supply of heat and power by the Developer to the Hospital, based on which the Supply Agreement is executed with the Hospital.
- 45.12 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March 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 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
 - ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.
- 45.13 **“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.
- 45.14 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
- 45.15 **“DAY”** shall mean calendar day.
- 45.16 **“EFFECTIVE DATE”** shall be the dates of signing of PPA and Supply Agreement, respectively.
- 45.17 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.
- 45.18 **“FINANCIAL CLOSURE”** or **“PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Developer towards 100% Project Cost either by way of commitment of funds by the Developer 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;
- 45.19 **“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, and any mutual fund, pension funds and sovereign funds 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.

45.20 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean the single point at 11kV level at the Hospital, where the power from the Project is injected into the identified feeder at the Hospital (including the dedicated transmission line connecting the Project with the feeder) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the Developer shall abide by the relevant SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

45.21 **“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).

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

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the Commercial Operation Date (COD) of the Project.

45.23 **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the Project.

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

45.25 **“LLC”** shall mean Limited Liability Company.

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

45.27 **“MONTH”** shall mean calendar month.

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

- 45.29 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 45.30 **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
- 45.31 **“PPA”** shall mean the Power Purchase Agreement signed between the Developer and SECI according to the terms and conditions of the standard PPA enclosed with this RfS.
- 45.32 **“PROJECT”** shall mean the 25kW system envisaged to install hydrogen production, compression and storage components at the premises of SECI’s Solar PV Power Plant, and fuel cell/ gas turbine system at the SNM Hospital, Leh. It is defined by a single point of injection into the Delivery Point, and shall have a separate control system and metering.
- 45.33 **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the Supply Agreement shall be signed.
- 45.34 **“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/ PPA;
- 45.35 **“PROJECT DEVELOPER”** or **“DEVELOPER”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of PPA with SECI.
- 45.36 **“PROJECT LOCATION”** shall mean the area identified as per Clause 6.2 of the RfS.
- 45.37 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by SECI including standard Power Purchase Agreement and standard Supply Agreement along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/IPP/17/0005/21-22 dated 07.02.2022.
- 45.38 **“SA”** shall mean the Supply Agreement signed between the Developer and the Hospital according to the terms and conditions of the standard SA enclosed with this RfS.
- 45.39 **“SCHEDULED COMMISSIONING DATE”** or **“SCD”** shall be the date as indicated in Clause 9 of the RfS.
- 45.40 **“SECI”** shall mean Solar Energy Corporation of India Limited.
- 45.41 **“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 SA.

45.42 **“STATE TRANSMISSION UTILITY (STU)”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.

45.43 **“TOE”** shall mean Tender Opening Event.

45.44 **“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;

45.45 **“WEEK”** shall mean calendar week;

SECTION 7. SAMPLE FORMS & FORMATS FOR BID

SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the RfS.

Format 7.1

COVERING LETTER

**(The Covering Letter should be submitted on the Letter Head of the Bidding Company/
Lead Member of Consortium)**

Ref. No. _____ Date: _____

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

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. dated for(Insert title of the RfS)

Dear Sir/ Madam,

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 for supply of power for the Term of the PPA to SECI, 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 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard (strike out whichever not applicable).

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 25 kW, including this response to RfS.

We are submitting RfS for the development of following Project: -

Capacity (kW)	Location of Project (Village, Tehsil, Dist., State)
25	1. For installation of Electrolyzer, Compressor, Hydrogen Storage and associated system-at the Solar PV Project location at Taru (34°09'00.0" N, 77°25'12.0" E) 2. For the Electricity, heat and Oxygen supply component, including installation of Hydrogen storage and associated systems- SNM Hospital, Leh (34°9'13.6" N, 77°34'54.98" E).

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], standard PPA and SA documents attached thereto, issued by SECI. In token of our acceptance to the RfS, PPA and SA documents 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 and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the RfS.
2. Earnest Money Deposit (EMD):- (Please read Clause 17 carefully before filling)
We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee no..... [Insert bank guarantee] dated [Insert date of bank guarantee] as per Format 7.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause No. 17 of this RfS.
3. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time as mentioned in Clause 19 of this RfS on issue of LoA by SECI for the selected Project and/or we are not able to sign PPA with SECI and/or SA with the Hospital within the timeline as stipulated in the RfS for the selected Project, SECI shall have the right to encash the EMD submitted by us.
4. We have submitted our response to RfS strictly as per Chapter 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. 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 Project in line with the provisions of the RfS, shall be binding on us.

6. **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 and execute the PPA, in the event of our selection as Successful Bidder.
7. 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 which 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.
8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
9. 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.
10. 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.
11. 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 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].
12. **Contact Person**
Details of the representative to be contacted by SECI are furnished as under:
 Name :
 Designation :
 Company :
 Address :
 Phone Nos. :
 Mobile Nos. :
 E-mail address:
13. 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,

We remain,

Yours faithfully,

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

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortium)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)
(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at,, and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws 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 and SA.

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: -----

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfS.

FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Setting up of 25 kW Green Hydrogen-based Pilot Project at SNM Hospital, Leh, UT of Ladakh 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 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 in accordance with Clause No. 17 of this RfS], only, on behalf of M/s _____ [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with Clause No. 17 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause No. 17 of this RfS]. SECI shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Clause No. 17 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 New Delhi shall have exclusive jurisdiction.

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause No. 17 of this RfS*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [*Insert Name and Address of the Bank*] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Developer') submitting the response to RfS inter alia for [*Insert title of the RfS*], for supply of power therefrom on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Developer and issuing Letter of Award No. _____ to _____ (*Insert Name of selected Developer*) as per terms of RfS and the same having been accepted by the selected Developer resulting in a Supply Agreement (SA) with the SNM Hospital, Leh, to be entered into, for purchase of heat and power [from selected 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 authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [*Insert name of the selected 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 INR _____ (Indian Rupees _____ 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 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 New Delhi shall have exclusive jurisdiction.

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Developer/ Project Company, to make any claim against or any demand on the selected Developer/ Project Company or to give any notice to the selected 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 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 and/or SA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ 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 and Address of the Bank*] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The 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 FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____ for _____ (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project. ***(To be provided by the Bidding Company or the Lead Member of the Consortium)***

2. FURTHER RESOLVED THAT 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 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 FOR CONSORTIUM AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

THIS Consortium Agreement (“Agreement”) executed on this ____ Day of _____ Two Thousand ____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (SECI) a Company incorporated under the Companies Act, 2013, and having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS SECI desires to purchase Power under RfS for _____ (insert title of the RfS);

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 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 COD.

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 New Delhi 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 consent of SECI.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the 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 -----

2) Signature -----

Name:

Name:

Address:

Address:

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

(Signature, Name & Designation of the person authorized vide Board Resolution Dated
_____))

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

FORMAT FOR FINANCIAL REQUIREMENT*(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)*

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*_____

Tel. #: Fax#:

E-mail address#

To**Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023**

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the 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 2020-21 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 39.1 of the RfS.

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: INR ----- 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, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR _____ (_____in words) as on the end of Financial Year 2020-21 or as on the day at least 7 days prior to the bid submission deadline (choose one). (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.*

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]*

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment:
 INR -----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 %age) 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, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria, by demonstrating a PBDIT of INR _____ (in words) as on the end of Financial Year 2020-21 or as on the day 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 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			

**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]*

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

For the above calculations, we have considered PBDIT 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)	PBDIT (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 CA)

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.

(i) In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.

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 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

(Enter address of SECI)

Sub: Response to RfS No. _____ dated _____ for _____.

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 undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA/SA including but not limited to cancellation of our response to this RfS and LoA/PPA/SA as applicable, we, i.e. M/s _____ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 37.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, 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.

FORMAT FOR DISCLOSURE

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

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

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

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

East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s _____ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No. _____.

We undertake that M/s _____ (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s _____ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA/SA including but not limited to cancellation of our response to this RfS and LoA/PPA/SA as applicable, we, i.e. M/s _____ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 37.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, 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.

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

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

East Kidwai Nagar, New Delhi - 110 023

Sub: Response to the Tender No datedfor 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.

We are hereby submitting the following declaration in this regard:

"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]."

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.

FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

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

East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause 22** under the title “Financial Closure” that the following details shall be furnished within **12 (twelve) months** from 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 electrolyzers and fuel cells/ Reciprocating Internal Combustion Engine (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 actions as per the provisions of the RfS.

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.

FORMAT FOR SUBMISSION OF FINANCIAL BID

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

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

East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

I/We, _____ *(Insert Name of the Bidder)* enclose herewith the Financial Proposal for selection of my/ our firm for _____ number of Project(s) for a cumulative capacity of ____ MW in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20__.

Thanking you,

We remain,

Yours faithfully,

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

Notes:

- 1. If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
- 2. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
- 3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
- 4. Tariff should be in Indian Rupee up to two decimal places only.*

PRELIMINARY ESTIMATE OF COST OF PROJECT

Project Capacity: 25 kW

Location: SNM Hospital, Leh, UT of Ladakh

No standard break-up for the Project Cost, the Bidder shall indicate the break-up in terms of major components in the Project.

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.

CHECK LIST FOR FINANCIAL CLOSURE

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

(RfS No. _____ dated _____)

**Last Date for submission of documents related to Financial Closure – _____
(12 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 22 of the RfS, including subsequent amendments & clarifications)

Details	Presently given in PPA
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-I'.</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 (Clause 38 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 WPD: 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 project. 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.....kW Project (Project ID.....), for generation and sale of wind 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 Wind Power Project (Project ID.....), for generation and sale of wind 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.

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

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

Broad Outline of Activities from Bidder's Perspective:

- a. Procure a Class III Digital Signing Certificate (DSC).
- b. Register on ElectronicTender System® (ETS)
- c. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
- d. View Notice Inviting Tender (NIT) on ETS
- e. For this tender -- Assign Tender Search Code (TSC) to a MA
- f. 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.
- g. Clarification to Tender Documents on ETS
 - Query to SECI (Optional)
 - View response to queries posted by SECI
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
- j. Post-TOE Clarification on ETS (Optional)
 - i. Respond to SECI Post-TOE queries

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior 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 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)
Email-ID	support@isn-ets.com [Please mark CC: support@electronictender.com]

Some Bidding Related Information for this Tender (Sealed Bid)

RfS for 25kW Green Hydrogen-based Pilot Project in SNM Hospital, Leh	RfS No. SECI/C&P/IPP/17/0005/21-22 dated 07.02.2022	Page 76 of 82
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The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 29 of the RfS, 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.

PUBLIC ONLINE TENDER OPENING EVENT (TOE)

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to SECI’s office for the Public Online TOE, if applicable for the RfS.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted by the bidder himself during the TOE itself, or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of the ‘Online Tender Opening Event (TOE)’. This is

available to all participating bidders for 'Viewing/ Downloading', as per the NIT configured by the bidding agency.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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 DOs 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.)

Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by SECI, the 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'

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

Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-ets.com. Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet.

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.

TECHNICAL SPECIFICATIONS**Electrolyser**

Hydrogen shall be produced by electrolysis of water using the power drawn from the Solar PV power plant. The electrolyser shall comply with the following international standards or equivalent Indian standards.

Standard	Title
ISO 22734: 2019	Hydrogen generators using water electrolysis - Industrial, commercial, and residential applications
ISO 14687:2019	Hydrogen fuel quality - Product specification

Hydrogen Storage

The hydrogen produced by Electrolyser shall be stored in the suitable storage devices complying with following applicable international standards or equivalent Indian standards and all the applicable safety regulations including but not limited to the following.

Standard	Title
ISO 16111:2018	Transportable gas storage devices - Hydrogen absorbed in reversible metal hydride
ISO 11114-1:2020	Gas cylinders - Compatibility of cylinder and valve materials with gas contents - Part 1: Metallic materials
ISO 11114-2:2013	Gas cylinders - Compatibility of cylinder and valve materials with gas contents - Part 2: Non-metallic materials
ISO 11114-4:2017	Transportable gas cylinders - Compatibility of cylinder and valve materials with gas contents - Part 4: Test methods for selecting steels resistant to hydrogen embrittlement
Gas Cylinders Rules, 2016 as amended time to time	

Fuel Cell

In case fuel cell is proposed for generation of electricity and heat from Hydrogen, the following international standards or equivalent Indian standards shall be complied, as applicable.

Standard	Title
IEC TS 62282-7-1:2017	Fuel cell technologies - Part 7-1: Test methods - Single cell performance tests for polymer electrolyte fuel cells (PEFC)
IEC TS 62282-7-2:2014	Fuel cell technologies - Part 7-2: Test methods - Single cell and stack performance tests for solid oxide fuel cells (SOFC)
IEC 62282-2-100:2020	Fuel cell technologies - Part 2-100: Fuel cell modules - Safety
IEC 62282-3-100:2019	Fuel cell technologies - Part 3-100: Stationary fuel cell power systems - Safety

IEC 62282-3-200:2015	Fuel cell technologies - Part 3-200: Stationary fuel cell power systems - Performance test methods
IEC 62282-3-300:2012	Fuel cell technologies - Part 3-300: Stationary fuel cell power systems - Installation
IEC 62282-3-400:2016	Fuel cell technologies - Part 3-400: Stationary fuel cell power systems - Small stationary fuel cell power system with combined heat and power output

Reciprocating Internal Combustion Engine

In case gas engine is proposed for generation of electricity and heat from Hydrogen, the following international standards or equivalent Indian standards shall be complied.

Standard	Title
Relevant parts of ISO 8528	Reciprocating internal combustion engine driven alternating current generating sets - Part 1: Application, ratings and performance

Safety

The proposed hydrogen-based system shall follow all the applicable safety standards and regulations including but not limited to the following.

Standard	Title
ISO/TR 15916:2015	Basic considerations for the safety of hydrogen systems
ISO 26142:2010	Hydrogen detection apparatus - Stationary applications
Explosives Rules, 2008 as amended time to time	