



Request for Selection (RfS) Document for

**Selection of RE Power Developers for Supply of 2250
MW of Round-the-Clock (RTC) Power from ISTS-
Connected Renewable Energy (RE) Power Projects,
complemented with Power from any other source or
storage in India under Tariff-based Competitive
Bidding (RTC-III)**

RfS No. SECI/C&P/IPP/13/0004/22-23 dated 02.09.2022

Tender Search Code on ISN-ETS: SECI-2022-TN000003

***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

- I. 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).
- II. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
- III. 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.
- IV. 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: 02.09.2022

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	1. Selection of RE Power Developers for Supply of 2250 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from any other source or storage in India under Tariff-based Competitive Bidding (RTC-III). 2. Land and Connectivity shall be in the scope of the RE Power Developer.				
(B)	RfS NO. & DATE	SECI/C&P/IPP/13/0004/22-23 dated 02.09.2022				
(C)	TYPE OF BIDDING SYSTEM	<table border="1"> <tr> <td>SINGLE BID SYSTEM</td> <td><input type="text"/></td> </tr> <tr> <td>TWO BID SYSTEM</td> <td><input type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input type="text" value="Yes"/>
SINGLE BID SYSTEM	<input type="text"/>					
TWO BID SYSTEM	<input type="text" value="Yes"/>					
(D)	TYPE OF RfS/ TENDER	<table border="1"> <tr> <td>E-TENDER</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>MANUAL</td> <td><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"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table> <p>Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted through NEFT/ RTGS transfer in the account of SECI, along with the response to RfS</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					

(G)	BID PROCESSING FEE	<table><tr><td>APPLICABLE</td><td><input type="text" value="Yes"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table> <p>Rs. 15 Lakh + 18% GST for each Project, to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfS.</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(H)	EARNEST MONEY DEPOSIT (EMD)	<table><tr><td>APPLICABLE</td><td><input type="text" value="Yes"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table> <p>Amount: INR 12,26,000/- (Indian Rupees Twelve Lakhs and Twenty-Six Thousand only) per MW per Project to be submitted in the form of Bank Guarantee along with the response to RfS</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(I)	PERFORMANCE BANK GUARANTEE	<table><tr><td>APPLICABLE</td><td><input type="text" value="Yes"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	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)	e-REVERSE AUCTION (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.				
(N)	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				

(O)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)	Sh. Ajay Kumar Sinha Additional 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
(P)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	1) Sh. Pratik Prasun Sr. Manager (C&P) Contact No.: 011-24666237 pratikpr@seci.co.in 2) Sh. Biblesh Meena Manager (C&P) Contact No.: 011-24666270 biblesh@seci.co.in 3) Sh. Jayansh Gaur Senior Engineer (C&P) Contact No.: 011-24666281 jayansh.gaur@seci.co.in

- 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.
- Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- 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.
- 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 will be available only from <https://www.bharat-electronictender.com>.

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

- 1.1 Solar Energy Corporation of India Limited (hereinafter referred to as “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 In order to facilitate grid connected solar power, the first phase of National Solar Mission provided for a scheme of “bundling” wherein, then relatively expensive solar power was bundled with cheaper power from non-RE sources including thermal power from the unallocated quota of the Government of India (Ministry of Power), generated at NTPC coal-based stations.
- 1.3 With the intervention of Government of India, through Ministry of New & Renewable Energy, the risks associated with solar and wind power sector have been brought down by way of advanced arrangement of land and evacuation through solar parks, green energy corridors, a secure and standardized PPA for 25 years with elaborate mechanism for risk apportionment and compensations, payment security, etc.
- 1.4 Such de-risking of renewable energy sector, coupled with advancement of technologies and economies of scale have resulted in bringing down the tariffs in solar and wind power sector to levels lower than the cost of power from the contemporary non-RE/thermal power plants, thereby aiding in rapid deployment of solar and wind capacity in the country.
- 1.5 However, the renewable energy sector has its own share of issues in terms of intermittent and unpredictable nature of renewable energy and also low capacity utilization of transmission system. The problem gets pronounced with the addition of large-scale renewable capacity. In order to manage the infirm nature of power, electricity distribution companies (DISCOMs) are procuring balancing power to provide grid stability and to meet its requirements during hours /periods of non- availability of renewable energy (RE).
- 1.6 The developments in renewable energy sector and the necessity to address the issues of intermittency, limited hours of supply and low capacity utilization of transmission infrastructure make case for “reverse bundling”, wherein high cost non-RE power including coal based thermal power is allowed to be bundled with cheaper renewable energy, and is provided round-the-clock to the distribution company (DISCOM).

With the objective to provide RTC power to the DISCOMs through renewable energy sources complemented with power from any other source or storage, to facilitate the scale up of renewable capacity addition and achieve economies of scale, to facilitate fulfilment of RPO requirement of the obligated entities, Ministry of Power has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Round-The Clock

Power from Grid Connected Renewable Energy Power Projects, complemented with Power from any other source or storage” vide Gazette Resolution no. 23/05/2020-R&R dated 22.07.2020. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the ‘Procurers’, on Round-The-Clock (RTC) basis, from grid-connected Renewable Energy (RE) Power Projects (‘RE Projects’), complemented with power from any other source or storage (‘non-RE Projects’), through competitive bidding. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.

- 1.7 As part of the above scheme, SECI wishes to invite proposals for setting up of ISTS-connected RE Projects for supply of Round-the-Clock (RTC) power, complemented with power from any other source or storage in India, on Build-Own-Operate (BOO) basis for an aggregate capacity of 2250 MW. SECI shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of RTC Power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The standard PPA document is available for download from the ISN-ETS portal <https://www.bharat-electrontender.com>.
- 1.8 Power procured by SECI from the above Projects has been provisioned to be sold to the MPSEZ Utilities Limited (MUL), which shall be the Buying Entity under this RfS. SECI shall, at its discretion, be entitled to substitute any entity in other states only for selling the power procured from the selected Bidder. SECI shall be an intermediary nodal agency for procurement of power generated by the RPD and sale of such power to the Buying entity(ies) entirely on back to back basis based on due performance by the RPD as well as the Buying entity (ies).
- 1.9 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on SECI for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. SECI does not however, give a representation on the availability of fiscal incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.
- 1.10 Already commissioned RE projects cannot be considered under this RfS. RE Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement of, or adding extra capacity to already commissioned Projects, irrespective of their capacities, will not be considered as eligible Project under this RfS.

Already commissioned or under construction non-RE projects can be considered under this RfS, provided they have spare generation capacity that can be made available for long-term supply of Power. The ‘spare capacity’, referred above, is that capacity of a

non-RE Power Project that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS.

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 this RfS. The respective rights of SECI and the Bidder/RPD shall be governed by the RfS Documents/Agreement signed between SECI and the RPD 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 (ETI) directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. SECI in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

2.3 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 RfS Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

2.5 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 RfS. 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 EMD(s), 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. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of SECI (offline) whose mailing address is mentioned in the Bid Information Sheet.
- 2.7 SECI shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.
- 2.8 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.

2.9 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*

- 3.1 Under this RfS, the RPD shall set up RE Power Project, complemented with Power from any other source or storage, including the dedicated transmission network up to the Interconnection/ Delivery Point, with the primary objective of supplying RE power to SECI, at its own cost and as per the provisions of the RfS and PPA.
- 3.2 Identification of land, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the ISTS network for supply of power to SECI, will be under the scope of the RPD.
- 3.3 The Projects to be selected under this scheme provide for deployment of RE Power Projects However, the selection of Projects would be technology agnostic.

4 *Total capacity offered*

- 4.1 Selection of RE Power Projects for a total capacity of 2250 MW will be carried out through e-bidding followed by e-Reverse Auction process.

4.2 RTC power configuration

- i. RE Projects, along with non-RE Projects, are required to be designed for interconnection with the ISTS substation at voltage level of 220kV or above.
- ii. The RfS has been issued for procurement power from a cumulative “Contracted Capacity” of 2250 MW, which corresponds to RTC power from RE Projects complemented with power from any other source or storage.
- iii. The capacity (in MW) quoted by the Bidders in the Covering Letter (and the LoA issued by SECI) shall mean “Contracted Capacity”.
- iv. For a Contracted Capacity of 500 MW (for e.g.), the “Project Capacity” can be more than Contracted Capacity, i.e., 500 MW. Project Capacity shall mean rated AC capacities of solar PV and wind power components as declared to be installed under the PPA. It is to be noted that at the time of commissioning, installation of the above rated capacity of wind and solar PV components as declared in the PPA, will be verified by the Commissioning Committee.
- v. A “Project” under the RfS, PPA and PSA refers to the “RE Project” which forms part of the RTC configuration declared under the PPA. For avoidance of doubt, it is clarified that a single RPD shall be required to set up a single Project, comprising any combination of RE and non-RE components, within the provisions of the RfS.
- vi. Thus, a possible configuration of “RTC configuration” against a Contracted Capacity of 500 MW could be:
 - I. Solar PV component: 300 MW
 - II. Wind Power component: 100 MW
 - III. Non-RE Power component: 200 MW

- vii. As evident above, an “RTC configuration” therefore, comprises “RE Project” and “Non-RE Project” under the RfS, PPA and PSA.

(Important Note: In case of discrepancies with respect to the meaning of the terms as illustrated above, with usage of the above terms in other clauses of the RfS, the above clauses, i.e., Cl. 4.2 (i)-(vii) of the RfS shall prevail).

- viii. The RTC configuration will be submitted by the bidder at the time of bid submission, and it shall remain unchanged until the issuance of LoA. The above configuration can be changed within 30 days of issuance of LoA. Subsequently, the rated capacity of non-RE component cannot be changed and the rated capacities of the RE components cannot be decreased during the Term of the PPA. In case the rated capacities of the RE components are increased subsequent to the above deadline, applicable charges and losses on power evacuated from the additional RE capacity, as per the applicable regulations, will be borne by the RPD.

- 4.3 It is hereby clarified that the Bidders are allowed to tie up with any quantum (MW) of non-RE power capacity, including NIL capacity. The clauses pertaining to any other source, tie-up with thermal power generator, etc., in the provisions of RfS, PPA and PSA documents will therefore, not be applicable for Projects without any tie-up with a non-RE power plant.

Further, in case the Bidder chooses not to tie-up with any spare capacity until the bid submission deadline, subsequent tie-up with a spare capacity will not be allowed during the Term of the PPA.

In case the Bidder chooses to tie-up with any other source for complementing the RE power supplied from the Project, such tie-up will be limited to a single non-RE power source for each Bidder. The source and quantum of tied up capacity from a non-RE source cannot change during the PPA tenure. The “source” here refers to the “technology” of the non-RE power component, and not the “entity” owning such non-RE component. Thus, while the “source” of the non-RE power (i.e. coal/gas etc.) will remain unchanged during the PPA period, the entity owning such power plant may be changed, keeping the quantum of tie-up of non-RE power unchanged.

In case of a tie-up with a coal-based thermal power plant using domestic coal only, the coal-based generator shall also be a party to the PPA as the case may be, so that domestic coal can be supplied to such power plants as per the extent policy.

For avoidance of any doubt, it is hereby clarified that ESS, if any, may be constituted as part of the Project or may be tied-up separately with a third party, by the RPD for supply of power. Tying-up with an ESS keeps the option to tie-up with a non-RE power component open for the RPD. However, it must be noted that in case the ESS is charged from non-RE power, such ESS will be construed to be the non-RE component.

4.4 Tying up with Non-RE Power Projects:

- a) The RPD shall set-up generating system(s) for supply of RE Power complemented/balanced with Non-RE Power from non-RE Power Generating System(s) in order to meet the commitment of RTC supply.
- b) A non-RE Power generator cannot tie up with more than one Bidder, for the same 'spare capacity' under this RfS. An undertaking to this effect issued by the respective non-RE Power generator shall be required to be submitted by the concerned Bidder, under this RfS.
- c) Only when this tender has been concluded and the said spare non-RE power capacity is not part of the successful bid, that such non-RE capacity can be tied up for participation in other tenders. However, multiple spare capacities of the same non-RE Power Project can be tied up with different Bidders under this RfS.
- d) An entity, for the purpose of participation in this tender, may tie up with multiple 'spare capacities' of different non-RE Power Projects, and submit a single Bid for the same under this RfS. Irrespective of the contractual arrangement between the RE Power Developer and non-RE Power generator, all the developer related liabilities, under this RfS and the PPA thereunder, shall be of the entity signing the PPA, recognized as RPD.

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 minimum quantum of Contracted Capacity of **250 MW** and a maximum quantum of **2250 MW**, in the prescribed formats. However, for Projects located in North-Eastern States and Special Category, the minimum quantum of Contracted Capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be **50 MW**. The Contracted Capacity shall be quoted in multiple of 10 MW only.

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 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **2250 MW**.
- 5.3 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Projects 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 Location*

- 6.1 The Projects can be located anywhere in India. For a single Project, the RE generation components, along with ESS installed, if any, may either be co-located, or may be located at different locations. The different components of RTC power i.e. solar, wind and any other source or storage can be connected with ISTS network at different ISTS sub-stations. However, Project location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS.
- 6.2 The term “Project” shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).

7 *Connectivity with the Grid*

- 7.1 The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. For interconnection with the grid and metering, the RPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS shall be 220 kV. Different components of RTC power i.e., solar, wind and any other source or storage, can be connected with the grid at different ISTS sub-stations.
- 7.2 The responsibility of getting the ISTS connectivity shall entirely be of the RPD and shall be at the cost of the RPD, in line with applicable regulations. Such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the RPD at its own cost. In case an RPD is required to use InSTS to bring RE power at ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of transmission system up to the Interconnection Point(s) shall be responsibility of the RPD, to be undertaken entirely at its cost and expense.
- 7.3 The arrangement of connectivity can be made by the RPD through a dedicated transmission line upto the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the RPD. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the Buying Entities.
- 7.4 The RPD shall be required to follow the Detailed Procedure as issued by CERC/CTU under the General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, as well as other Regulations issued by CERC/CEA as amended from

time to time. It is further clarified that the Entities (RPD and Buying Entity) as indicated in the Detailed Procedure issued under the above Regulation, will be responsible for their respective obligation as notified in the Detailed Procedure, irrespective of the provisions of the RfS, PPA and PSA.

7.5 The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:

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

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

7.6 The transmission connectivity to the RPD may be provided by the CTU/STU, as the case may be, prior to commissioning of the project on the request of the RPD, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power.

7.7 Metering arrangement of each Project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the CTU substation through a common transmission line subject to the following conditions:

- i. Acceptance of such an arrangement by CTU/ RLDC.
- ii. Energy injected by each Project will be recorded and jointly signed by respective RPDs and copies of the same will be submitted to SECI/CTU as required.
- iii. The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC/RPC concerned.
- iv. In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the RPDs who share such a Pooling arrangement, based on their monthly generation.

7.8 The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of the power from the Project as per the applicable regulation shall be the responsibility of the RPD and any financial implication on account thereof shall be borne by the RPD. In order to remove potential discrepancies and

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

- 7.9 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by RPD as per provisions of PPA.
- 7.10 The Buying Entity will be responsible for obtaining General Network Access (GNA), all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.
- 7.11 The RPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days of issuance of LoAs, and shall furnish copies of the application, complete in all respect, to SECI within 15 days of date of filing of application. RPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to SECI.

The RPD has to follow the timelines mentioned in the GNA regulation with respect to Connectivity. In case, connectivity has been revoked due to non-compliance of RPD, then the same may be considered as RPD's Event of Default and shall be dealt as per the provision of PPA.

In case the RPD fails to obtain the connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the RPD to SECI.

8 *Power Supply by the RTC Power Developer*

8.1 Criteria for Power Supply

- a. The procurement shall be in power (MW) terms. The RPD shall install, operate and maintain the Project to supply RE Power complemented with dispatchable Power from any other source or storage, in Round-The-Clock manner, keeping at least 90% availability annually, along with maintaining at least 90% availability on a monthly basis for at least eleven (11) months in a year and also at least **90%** Availability during the Peak Hours.
- b. For calculation of availability shortfall on monthly basis, availability will be calculated at the end of Contract Year, for each month. The month recording the lowest availability will not be considered (in case of tie among lowest availability months, one such month will be ignored). The availability for the remaining months will be measured against the cut-off, i.e., 90% at a monthly level and the shortfall

will be calculated month-wise. The summation of these individual shortfalls (monthly) will be considered for levying liquidated damages as per the RfS/PPA.

- c. Peak hours will be four hours out of 24 hours as declared by the corresponding RLDC(s) of the respective Buying Entity(ies) as per relevant CERC regulations. For avoidance of doubt, in case of a Project being mapped to more than one Buying Entity falling under different RLDCs having separate hours designated as “Peak hours”, the RPD shall have to meet the energy supply criteria for the sum of the peak hours in line with the provisions of the RfS/PPA. Illustration to this effect is provided in the PPA.

In case of the power being re-mapped /diverted to some other buying entities / DISCOMs, the RPD will have to comply with the peak hour supply requirement for that RLDC under which new Buying Entities / DISCOM is.

In case of change in Peak hours as notified by the RLDCs, same will have to be complied by the RPD.

- d. Unless otherwise notified by the RPD, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times. The RPD shall declare the Availability corresponding to the Project for each time-block within the timelines as per Applicable Laws and Regulations. It is to be noted that the summation of generation schedule of RE Power and Power from any other source cannot be more than the Contracted Capacity in any time block.
- e. The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the RPD through SECI for production of electricity and despatch thereof to the Grid during such period and in such volume as it may specify in its instructions. Provided that the Entity shall not ask for despatch in excess of the declared Availability by the RPD, unless mutually agreed between the RPD and the Utility.
- f. Pursuant to the provisions of Clause c above, the RPD shall plan the despatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003.
- g. It is mandated to make available the plant to the buying utility on a Round-the-Clock basis. The generated energy shall be dispatched through scheduling of power by the buying utility.
- h. The renewable energy component (including Energy Storage System (ESS) component charged with RE sources) bought under this RfS shall be eligible for RPO compliance. The apportionment of RPO between solar & non-solar shall be on the lines of principle adopted in case of hybrid plants.
- i. At the time of bid submission, the Bidder is required to submit the proportion of energy from RE source and non-RE source that he wishes to supply in any Contract Year. Accordingly, the Bidder shall submit a percentage of minimum RE supply committed out of the total energy to be supplied in any Contract Year, and such

percentage will not be less than **51%**. Additionally, the Bidder shall also submit the assured minimum quantum of annual energy (MWh) to be supplied from RE sources in any Contract Year, as part of response to RfS. The above two values will remain unchanged subsequent to bid submission, and will be incorporated in the PPA.

- j. The minimum annual energy from RE sources to be committed by the Bidder shall be more than or equal to the minimum energy calculated based on the quoted contracted capacity considering the minimum requirements of 90% annual availability, along with 90% availability on monthly basis for at least 11 months in a year and 51% supply from RE sources. An illustration to this effect is provided as follows:

Assuming a quoted Contracted Capacity = **C MW**

Minimum annual energy from RE sources allowed to be submitted =

M = $C \times 8766 \times 0.51 \times 0.9$ MWh.

Actual annual energy committed from RE sources = **A MWh**.

As per the tender conditions, A shall be greater than or equal to M, failing which, the submitted minimum quantum will be automatically modified to M.

Subsequent to issue of LoA, in case the PPA is executed for a reduced Contracted Capacity (**C'**), the Bidder may modify the value of A to **A'**, which shall be greater than or equal to **M'**.

For any Contract Year, the Bidder shall maintain energy supply such that the total annual energy offered from RE sources is more than or equal to the assured minimum quantum as indicated above.

- k. The RPD can combine storage for ensuring that it achieves the required minimum annual availability of 90% along with maintaining at least 90% availability on a monthly basis for at least eleven months in a year. However, annually minimum 51% of energy shall be offered from renewable energy sources. This 51% shall also include offer from the storage system, provided RE sources were used to store energy in the storage system.

8.2 **Shortfall in Power Offered**

- a) Subsequent to commissioning of the Project, if for any Contract Year, in case the Project Availability is less than 90% on an annual basis along with 90% availability on a monthly basis for at least 11 months in a year and/or during the Peak Hours on an annual basis, for reasons attributable to the RPD, such shortfall in performance shall make the RPD liable to pay the liquidated damages provided in the PSA (Power Sale Agreement) as payable by SECI to Buying Entity(ies) and shall duly pay such damages to SECI to enable SECI to remit the amount to Buying Entity(ies). These

damages shall be applied to the amount of shortfall in generation during the Contract Year.

- b) The amount of such damages will be the cost of this shortfall in energy terms, calculated at the applicable fixed tariff (Applicable Tariff for the corresponding Contract Year) payable during the year.
“Applicable tariff” shall mean the respective tariff components for RE and non-RE power supplied during the year, and in case of the escalable tariff components, the average of these components during that year will be considered for this calculation.
- c) Further, the RPD shall also be liable for liquidated damages to SECI for any shortfall in offering energy from RE sources out of total energy in a Contract Year, for reasons solely attributable to the RPD. The damages corresponding to this shortfall in RE power shall be calculated at the applicable fixed tariff (Applicable Tariff for the corresponding Contract Year) payable during the year for each unit of shortfall.
- d) For the purpose of meeting the minimum Availability criteria on monthly basis, energy reconciliation will be carried out on monthly basis, along with the annual energy reconciliation. While calculating the annual shortfall in generation, the difference between the minimum annual quantum of RE committed at the time of bid submission (**A**) and the actual energy supplied from RE in a particular year (**S**) will be compared with the difference between the minimum annual quantum of RE calculated (**R**) based on the ratio submitted by the bidder as per Cl. 8.1.h. above, considering the annual availability offered by the RPD in the particular Contract Year, and the actual energy supplied from RE in that year (**S**). The higher of the two differences, namely (**A-S**) and (**R-S**) will be considered for levying the compensation on account of shortfall in generation.
- e) Illustration to this effect is enclosed at Annexure-D of the RfS.
- f) The performance criteria as per Clause 8.1 above shall not be applicable for the Contract Year ending on 31st March immediately after COD of the Project.
- g) The detailed list of documents required for verification of energy supply and performance of the Projects will be intimated to the Developers subsequent to commissioning. For each Contract Year, the above data will be required to be submitted by the respective Developers to SECI within 30 days after expiry of the previous Contract Year, for verification of the performance parameters for calculating applicable compensation on account of shortfall.
- h) **Note:** In a particular Contract Year, in case of shortfall in annual Availability below 90% along with monthly availability of 90% for at least 11 months in a year, shortfall in annual Peak availability of 90% and annual shortfall in offering RE power below 51% of the total power offered, the maximum of the four damages shall be applicable.

- i) The reference to the liquidated damages for shortfall to enable SECI to remit the amount to buying utility(ies) and the amount being equal to the damages payable by the buying utility(ies) for not meeting RPO is only a measure of damage. It shall not be construed that the damage is payable by RPD only if the buying utility(ies) are required to pay damage for such not meeting of RPO or that the buying utility(ies) or the RPD shall be required to prove or establish such payment of damage for not meeting the RPO.
- j) RPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the RPD for shortfall in power offered is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI. RPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the SECI in each case specified under the PPA.
- k) However, this damage shall not be applicable in events of Force Majeure identified under the PPA with SECI, affecting supply of power by the RPD.

8.3 **Excess Generation**

In order to allow optimization of operation of RE and Non-RE Power Generating Systems, the RPD is allowed to supply power from the Non-RE power plant in excess of the Contracted Capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The RPD may also sell the power which was offered to SECI/Discom (within Contracted Capacity) but not scheduled by Discom, to any third party or power exchange without requiring NOC from the Discom on day ahead basis. However, it may be noted that at any instance of energy supply from the Project, priority shall be accorded to meet the energy requirements as per PPA, before selling any quantum of energy in the open market. The RPD may repower the Project at any stage, if required in order to meet the generation or availability requirement of this Project.

In case at any point of time, the peak power from the RTC configuration reached is higher than the Contracted Capacity and causes disturbance in the system at the point where power is injected, the RPD will have to forego the excess generation and reduce the output to the Contracted Capacity to ensure compliance with grid requirement.

The RPD may also sell the power which was offered to SECI/Buying Utility (within the Contracted Capacity) but not scheduled by SECI/Buying Utility, to any third party or power exchange without requiring NOC from SECI/Buying Entity on day-ahead basis/as per applicable regulations.

9 *Commissioning of Projects*

Commissioning of the Project shall be carried out by the RPD in line with the procedure as per the PPA document. Commissioning certificates shall be issued by SECI after successful commissioning.

9.1 **Part Commissioning**

Part commissioning of the Project shall be accepted by SECI subject to provisions of Clause 5.1 and the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be 100 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the RPD prior to declaration of commissioning of the said part capacity.

For example, a project of 550 MW may be commissioned in 6 parts: First five being part capacities of 100 MW each and the remaining part capacity being 50 MW.

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

Further, in case of Part Commissioning, minimum rated capacities of the RE and non-RE components to be commissioned shall maintain the ratio of the RTC configuration for the entire Contracted Capacity as per the PPA.

9.2 **Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning**

- a. For a Project of size not more than (and including) 1000 MW, the Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on **24 months** from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 07.10.2022, then SCD shall be 07.10.2024). For a Project size more than 1000 MW, SCD for full capacity of the Project shall be the date as on **30 months** from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 07.10.2022, then SCD shall be 07.05.2025).
- 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** from the SCD or the extended SCD (if applicable) (for e.g., if SCD of the Project is 07.10.2024, then the above deadline for Project commissioning shall be 07.04.2024).
- 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 a Project of 640 MW capacity, if

commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: $PBG \text{ amount } X (100/640) X (18/180)$. For the purpose of calculations of the liquidated damages, ‘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 PPA capacity shall stand reduced/amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.
- e. It is to be noted that commissioning/part commissioning of the Project will not be declared until the RPD demonstrates possession of land in line with Clause 23, in addition to the other conditions as per the Commissioning Procedure. For part-commissioning, portion of land on which the part of the project is commissioned should be under clear possession of the RPD in accordance with clause 23 of the RfS.

10 Delay in Commissioning on Account of Delay in GNA Operationalization

The responsibility of obtaining General Network Access (GNA) shall be of the Buying Entity prior to commissioning of the Project. For sale of power to SECI from SCD, the GNA is required to be obtained by the Buying Entity. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, and it is established that:

- i. The RPD has complied with the complete application formalities as per Clause 7.4 above and as per the Detailed Procedure as issued by the CTU,
- ii. The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and
- iii. The delay in grant of connectivity/GNA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the RPD;

The above shall be treated as delays beyond the control of the RPD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by SECI.

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

On account of delay in Grid Access operationalization, in case of any extension in SCD beyond 30.06.2025, decision on time extension will be under the purview of MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&R dated 30.11.2021, and subsequent amendments/clarifications thereto, read in conjunction with CERC’s orders and regulations notified in this regard. The provisions of PPA and PSA

in regard to liability of the Buying Entity to pay the ISTS charges and losses shall stand modified by such exemption/waiver provided as per the above Order/Office Memoranda and regulations issued by CERC, as applicable.

It is to be noted that delay in commissioning / operationalization of the non-RE project, if any, shall not be admissible among the factors warranting an extension in SCD of the Project.

10.2 In case of Project components being located at multiple locations, and in case one of the Project components (wind or solar PV) is ready for injection of power into the grid, but the remaining component is unable to get commissioned, the RPD will be allowed for commissioning of such component which is ready outside the ambit of the PPA, and the RPD at its sole discretion, may sell such power to any third party till the operationalization of GNA. Following should be noted under this scenario:

- a) First right of refusal for such power shall vest with Buying Entity, and if agreed by Buying Entity, power procurement from such component will be undertaken 50% of the Applicable Tariff as per PPA. In case the same is procured through SECI, trading margin of 7 paise/unit will be applicable on such power procurement.
- b) Subsequent to refusal of such power by the Buying Entity, the second right to refusal shall vest with SECI. In this case if SECI buys it outside the PPA then the same shall be bought at 50% of the Applicable Tariff as per PPA. Trading margin of 7 paise/unit will be applicable on such power procurement.
- c) The above scenario **does not** qualify under the provisions of Part/Early Commissioning under the RfS, PPA and PSA. This is a special case wherein in case a project component is ready, the generation from such component is not wasted.
- d) The terms “COD” and “commissioning” as per the RfS, PPA and PSA will not be applicable for such component. Commissioning/injection of power from such component will be allowed only if the same is allowed as per the applicable regulations.

The above scenario will be applicable until the RPD is ready to commission the Project as per the provisions of “Early and/or Part Commissioning” of the Project.

11 Early Commissioning

The RPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD, subject to availability of transmission connectivity and General Network Access. Early commissioning of the Project will be allowed solely at the risk and cost of the RPD, and SECI shall purchase the energy from such early commissioned Project at the PPA tariff, only in case the corresponding Buying Entity agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus SECI’s trading margin.

In case SECI does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the RPD will be free to sell such energy to a third party until SCD or the date of commencement of procurement of power from the Project

as notified by SECI, whichever is earlier. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of SECI. Such intimation regarding consent to procure energy from early commissioning shall be provided by SECI within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal.

In order to facilitate early completion of the RE Project, the RPD is allowed to inject power from the RE components prior to commissioning of the non-RE component(s). Such commissioning/injection of power from the RE component will be allowed in line with the provisions of Clause 10.2 above, and will not be treated as Project commissioning as per the provisions of the RfS, PPA and PSA.

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). 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 *Cost of Documents & Bid Processing Fees*

Prospective Bidders 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 Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of SECI are available at SECI's website, www.seci.co.in, under the "Financials" tab.

Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.

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

14 *Project Scope & Technology Selection*

Under this RfS, the RPD shall set up the RE Power Project complemented with Power from any other source or storage, 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 (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the RPD.

However, the selection of projects would be technology agnostic within the classification of "Renewable energy sources" as defined by MNRE, along with energy storage systems, if any. Only commercially established and operational technologies may be used, to minimize the technology risk and to achieve the timely commissioning of the Projects. For setting up the RE Projects, the RPD shall strictly adhere to the specific respective Guidelines for the renewable energy components, in line with the applicable Policies of the State (wherever applicable), where the Project is located.

15 Not Used.

16 Clearances Required from the State Government and Other Local Bodies

The RE Power Developers are required to obtain all necessary clearances and permits as required for setting up the RE Power Projects complemented with Power from any other source, including but not limited to the following:

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Forest Clearance (if applicable) for the land for the Project.
- c. RPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 90 days of Effective Date of PPAs and forward the copies of application to SECI within 07 days of filing the applications.
- d. In case of Projects being set up in the States of Gujarat & Rajasthan, the RPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
- e. Any other clearances as may be legally required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, 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 RPD shall submit an undertaking in this regard, and it shall be deemed that the RPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the RPD. The RPD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

The RPD 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 Projects are being located. It shall be the responsibility of the RPD to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.

Note: The RPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the RPD 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 12.26 Lakhs/MW** (Rs. 12,26,000/MW) corresponding to the Contracted Capacity quoted by the Bidder, 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.

Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

- 17.2 The Bidder shall furnish the Bank Guarantee 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:

- i. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- ii. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS or does not execute the PPA within the stipulated time period;
- iii. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- iv. If the bidder fails to furnish required Performance Bank Guarantee/POI in accordance with Clause 18 of the RfS.

- 17.5 **Payment on Order Instrument (POI):** As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein

the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3B of the RfS, within the timelines as per Clause 17.1 above, for the amount and validity period as per those Clause 17.1 above.

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

18 Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI)

- 18.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ **INR 18.39 Lakhs/MW** (Rs. 18,39,000/MW) corresponding to the Contracted Capacity for which PPA is being signed, prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with 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 will be signed only upon successful verification of the PBG submitted by the RPD.

Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS.

- 18.2 The PBG is required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG 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 RPD 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 a 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 38.1.ii of the RfS.
- 18.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 C (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 corresponding PPA 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 PPA with SECI within the timeline as stipulated in Clause 21 of the RfS. 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 meet eligibility criteria upon submission of documents, or does not execute the 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 Guarantees have 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/RPDs. 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 Guarantees 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 after the completion of e-Reverse Auction. The PBG of RPDs shall be returned to them, immediately after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 and 10 of the RfS.
- 18.11 **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the RPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 18.1 above, for the amount and validity period as per those Clause 18.1 above. In case the RPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 18.1 above, will be applicable in this case too.
- The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)".

19 Success Charges & Payment Security Deposit

- 19.1 **Success Charges:** The Selected Bidder shall have to pay INR 1.00 Lakh/ MW + 18% GST, corresponding to the Contracted Capacity awarded, to SECI towards administrative overheads, coordination with State Authorities and others, DISCOM/STU/CTU, pre-commissioning and commissioning expense. The payment has to be made by the RPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA or the date at least 07 days prior to the date of signing of PPA (PPA signing date to be intimated by SECI), whichever is earlier. Any delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract late payment charges @18% per annum+18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to SECI. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one-year SBI MCLR rate /annum on pro-rata basis.
- 19.2 **Payment Security Deposit:** Prior to declaration of commissioning of first part capacity of the Project, the RPD shall furnish a Payment Security Deposit (PSD) @ Rs. 5 lakh/MW corresponding to the Contracted Capacity, to SECI through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by SECI at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.

20 Integrity Pact (IP)

In respect of this project, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with you, as per Format 7.11. The names of Independent External Monitor(s) (IEMs) who have been appointed by Employer, in terms of Integrity Pact (IP) which will form a part of the Employer Contracts are:

- a) Dr. Varesh Sinha, IAS (Retd.), E Mail Id: vareshsinha@gmail.com
- b) Shri Bimal Julka, IAS (Retd.), E Mail Id: bimaljulka1955@gmail.com

The above-mentioned IEMs are authorized to examine/consider all references made to it under this tender/Contract. The contractor, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designed Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India
Kind Attn.: AGM (C& P)

Telephone No.: - 0091-(0)11-71989220

Fax No.: - 0091-(0)11-71989243

E-mail: - contracts@seci.co.in

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

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

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

21 Power Purchase Agreement (PPA)

21.1 SECI shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard PPA to be executed between SECI and the selected RPD is available on ISN-ETS Portal and also on SECI's website. The PPA shall be signed within 60 days from the date of issuance of Letter of Award (LoA), if not extended by SECI (for eg. if the LoA is dated 07.09.2022, then the last date of signing of PPA shall be on or before 06.11.2022, if not extended by SECI). Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the RPD. PPA will be executed between SECI and selected bidder or its SPV for the Project.

21.2 **Note:** PPA will be executed between SECI and the RPD as per the breakup of the Project Capacity awarded to the Bidder. The RPD shall provide the configuration of the Project, i.e. the break-up of the Contracted Capacity quoted, in the Covering Letter (Format 7.1), which shall remain unchanged until issuance of LoA. The same can be changed by the RPD subsequent to issuance of LoA upto the date as on 30 days from issuance of LoA. **Subsequently, the rated capacity of Non-RE component cannot be changed and the rated capacities of the RE components cannot be decreased during the Term of the PPA. Further, in case of change in the rated capacities of the RE components, the DC/AC ratio shall be maintained identical to the ratio as declared in Format 7.1 of the RfS.**

In case the rated capacities of the RE components are increased subsequent to the above deadline, applicable charges and losses on power evacuated from the additional RE capacity, as per the applicable regulations, will be borne by the RPD.

Further, for each Project, the bidder shall provide a tentative hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA.

Delay in meeting the project execution timeline on account of changes in the project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the

risk and cost of the Successful Bidder. The PPA(s) will be signed after signing of PSA(s) for the respective Project(s).

In case any change in project location by the RPD during the project construction period results in any modification in the GNA to be taken by the Buying Entity, any additional charges/ penalties payable by the Buying Entity in this regard shall be borne by the RPD.

- 21.3 The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date or the date of commissioning of full Project Capacity, whichever is later. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the RPD, Buying Entity and SECI.
- 21.4 The Performance Bank Guarantee as per Clause 18 above and Success Charges as per Clause 19 above, shall be submitted by the RPD prior to signing of PPA. Before signing of PPA between SECI and the RPDs, 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 RPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 21.5 Successful bidders will have to submit the required documents to SECI within 70 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 PPA. Effective Date of the PPA shall be the date as on 60 days from the date of issue of LoA, or the date of signing of PPA, whichever is later (for example, if the date of LoA is 07.09.2022, the Effective Date will be 06.11.2022 or date of signing of PPA, whichever is later). Subsequent to expiry of the 60-day period after the issuance of LoA, in case SECI intimates to the Successful Bidder, a particular date as the date for signing of PPA, the specified date shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.
- 21.6 Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the RPD and SECI, will be executed by SECI with the Buying Entity for sale of power to Buying Entity, with the buying entity assuming all the obligations of SECI under the PPA. SECI's obligation to RPD under the PPA shall also be on the back-to-back basis as provided in the PPA and the corresponding PSA.
- 21.7 The RPDs will be free to reconfigure and repower various components of the RTC configuration from time to time during the PPA duration, pursuant to Clause 21.2 above. However, SECI will be obliged to buy power only upto the Contracted Capacity as per the Power Purchase Agreement (PPA).
- 21.8 The RPDs are free to operate their projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the RPD, SECI and the Buying Entities, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.

21.9 Applicable Tariff:

- i. The quoted tariff shall comprise four parts – Fixed component [RE power (fixed), non-RE power (fixed)] and Variable component [non-RE power (escalable for fuel), and non-RE power (escalable for transportation)]. The Fixed component of tariff of the RE power and non-RE power shall be quoted for each year of the term of PPA. The variable component of the non-RE power shall be quoted as on Scheduled Date of Commissioning. The Tariff shall be quoted at the Delivery Point. The tariff shall be quoted specifically as per the instructions laid out in Clause 29.2.II of the RfS.
- ii. Note: While quoting the variable component of the non-RE power, the Scheduled Commissioning Date will be estimated by the bidder (not to be specified in the bid), and such value of the variable component will remain unchanged subsequent to bid submission. Any variation between such estimated SCD and the actual SCD as determined based on signing of PPA, and/or extension in the SCD as approved by SECI, will not lead to any modifications in the variable component of the tariff as quoted at the time of bid submission.
- iii. For avoidance of doubt, it is clarified that in case of tie-up with a coal based thermal power plant, the nature of coal (domestic/imported) will not be allowed to be changed subsequent to bid submission deadline.
- iv. The renewable energy supplied shall be paid at the rate of RE (fixed) tariff applicable for that year as quoted by the successful bidder. For non-RE power, the fixed component of non-RE power shall be paid based on the monthly available capacity from non-RE sources at the rate of non-RE power fixed tariff quoted by the Bidder applicable for that year. The variable component of non-RE power shall be paid for the energy supplied from other source of energy and shall be paid at the rate of variable component of non-RE power (escalable for fuel), and variable component of non-RE power (escalable for transportation) tariff applicable for that year after adjusting as per escalation index notified by CERC for payment purposes, issued in line with the Methodology for Computing of Escalation Rates issued vide CERC's Order dated 29.05.2021, including its subsequent amendments and clarifications.
- v. Further, in case of coal/gas based non-RE component being utilized, the Bidder shall be required to indicate the source of coal/gas (domestic/imported) being utilized in the non-RE project, in the Covering Letter. Once such source is specified at the time of bid submission, the indexation of composite tariff shall be done on the same basis, for the entire Term of the PPA.
- vi. Monthly energy billing will be computed based on the Applicable Tariff, and payments will be made based on the respective energy components (RE and non-RE) as supplied by the RPD. While the RPD is allowed to supply RE power in a ratio higher than the ratio submitted at the time of bid submission, energy payment for the annual RE energy offered in excess to the submitted corresponding ratio will be computed as follows:

vii. The RE energy supplied annually upto the quantum of energy corresponding to the committed RE share in the energy mix (“X” as per Clause 29.2.II below), will be paid at the respective RE tariff component as per PPA. However, any RE power supplied in excess to the above annual energy quantum on an annual basis, will be paid at the lowest of: the RE tariff component for the respective Contract Year, or the weighted average tariff calculated at the end of the e-RA (“W” as per Clause 41.4. below), or the weighted average tariff computed based on the actual mix of power offered for the corresponding Contract Year. The quantum of annual RE energy supplied in excess to the energy corresponding to the committed RE proportion, will be calculated pro-rata to the increase in the ratio of RE supplied in the total energy mix on an annual basis. An illustration to this effect is provided as follows:

- Contracted Capacity as per the PPA = **C MW**,
- RE tariff component of the respective Contract Year as per the PPA = “A” = **Rs.5/kWh**.
- Weighted average tariff computed upon conclusion of e-RA = “W₁” = **Rs. 4/kWh**
- Ratio of annual RE energy committed at the time of bidding, X = **60%**,
- Supposing actual energy mix supplied in the Contract year is **70:30**.
- Total actual energy supplied in the respective Contract Year = “E” **MWh**.
- Total RE energy supplied in the respective Contract Year = “R” **MWh**.
- Increase in RE actually supplied compared to RE expected to be supplied at the committed mix = $(0.7E-0.6E/0.6E) \times 100 = \mathbf{16.67\%}$.
- Based on the actual mix of energy supplied in the corresponding Contract Year, the Weighted average tariff for the Contract Year is “W₂” = **Rs. 4.5/kWh**.

Thus, energy payments for RE power supplied during the said Contract Year will be made as follows:

- Tariff payable for energy supplied upto (& including) 83.33% of R = Rs. 5/kWh
- Tariff payable for the remaining RE energy supplied (16.67% of R) = Rs. 4 kWh.
- Total energy payment for RE supplied in the said year = Rs. $[(0.8333R \times 5 \times 1000) + (0.1667R \times 4 \times 1000)]$

viii. It is hereby clarified that for the purpose of monthly energy payments, escalations will be levied on the respective tariff components in line with the applicable CERC escalation rates. Based on the escalations, the calculated tariff components will be considered upto 4 decimal places, with the remaining digits being ignored (E.g.: Rs. 1.45678/kWh for a particular tariff component will be read as Rs. 1.4567/kWh). The above rule of considering tariff values upto 4 decimal places will be applicable for tariff payments during the entire Term of the PPA, including changes in tariff on account of Change in Law, if any. In order to remove ambiguity, it is further clarified

that this rule will NOT be applicable for the bidding and auction stage, and will be applicable only for energy payments during the PPA Term.

22 Financial Closure or Project Financing Arrangements

- 22.1 For a Project size not more than (and including) 1000 MW, the Projects shall achieve Financial Closure within 18 (eighteen) months from the Effective Date of the PPA, (for e.g., if Effective Date of the PPA is 07.10.2022, then scheduled Financial Closure date shall be 07.04.2024).
- 22.2 For a Project size more than 1000 MW, the Projects shall achieve Financial Closure within 24 (twenty-four) months from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 07.10.2022, then scheduled Financial Closure date shall be 07.10.2024).
- 22.3 At the stage of financial closure, the RPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the RPD shall submit a certificate/necessary document 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 RPD shall also submit the DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.
- 22.4 Checklist of documents to be submitted at this stage is provided at Annexure-C of the RfS.
- 22.5 In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash PBG/POI and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the RPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of RPD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of RPD to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the RPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective RPDs to either furnish the necessary documents or make the above mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days-SECI shall encash the PBG/POI of the corresponding RPDs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the RPDs 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 RPD. In case of the RPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the RPD 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 RPD without any interest on achievement of successful commissioning

within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

- 22.6 The RPD 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 The RPD shall be entirely responsible for acquiring the land required for setting up the project and SECI shall not in any manner be responsible for the same.
- 23.2 The RPD shall submit documents/Lease Agreements to establish possession/right to use 100% (hundred per cent) of the required land in the name of the RPD for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the RPD.
- 23.3 The RPD shall submit a sworn affidavit from the authorized signatory of the RPD listing the details of the land and certifying that total land required for the Project is under clear possession of the RPD.
- 23.4 With respect to demonstration of land possession by the RPD, commissioning of the Project will not be allowed until the demonstration of land possession by the RPD in terms of this Clause and Clause 9.2.e. of the RfS. However, in case of delays in demonstrating land possession by the RPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCD shall be suitably extended.

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 following milestone dates may therefore be observed and may fall on separate dates.

- (a) **Interconnection with Grid:** This may be provided by the STU/ CTU/ DISCOM, on the request of the RPD, even if the Project is only partially ready, to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
- (b) **Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning. SECI may authorize any individual or committee or organization to declare the project commissioned on site.

Any energy produced and flowing into the grid before COD shall not be at the cost of SECI under this scheme and developers will be free to make short-term sale to any organization or individual. 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 their bid in reference to this RfS about its promoters and upon issuance of LoA, the RPD shall provide information about its promoters and their shareholding in the Company before signing of PPA with SECI.

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.

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 the Successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the bidding company/consortium till 02 (two) years from the COD, except with the prior approval of SECI.

25.4 In case of companies having multiple promoters (but none of the shareholders having more than 50% 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 02 (two) years after COD.

25.5 In case of Project being executed through SPVs: The Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA shall not fall below 51% at any time prior to 02 (two) years from the COD, except with the prior approval of SECI. In the event the Successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 02 (two) years from the COD, except with the prior approval of SECI.

25.6 Any change in the shareholding after the expiry of 02 years after COD can be undertaken under intimation 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:

- i. Covering Letter as per **Format 7.1**.
- ii. 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.
- iii. Bank Guarantee/Payment on Order Instrument against Earnest Money Deposit (EMD) as per **Format 7.3 A/ 7.3B**.
- iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - 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 Projects and to sign the PPA with SECI. 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.
- v. 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.
- vi. 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.
- vii. Undertaking regarding no willful default and no major litigation pending as per **Format 7.7**.
- viii. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.
- ix. Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project).

- x. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.10** (to be filled out separately for each Project).
- xi. In case of tie-up with non-RE Project, Proof of Tie-up with Non-RE Power Project as per **Format 7.11**.
- xii. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.12**.
- xiii. 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/ Solar/ Wind Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar/ Wind Power plant development has to be submitted prior to signing of PPA.
 - 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 2021-22/2020-21, and provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable).
 - v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- xiv. Covering letter of the Financial bid as per **Format - 7.13**.
- xv. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.14** (separately for each project).

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 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/POI 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 PPA, consequences specified in 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 PSA) 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 Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between RPD and SECI as well as SECI and buying utility(ies). 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 success fee, delay charges (except charges for delay in Financial Closure and Payment Security Deposit), 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) Non-submission of payment details against Cost of RfS Document and/or Bid Processing Fee.
- (f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (g) Except for the scenario as per Clause 5.1 above, 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.
- (h) 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. Further, in case of (h), such bidder will be debarred from participating in any of the tenders issued by SECI, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

29 Method of Submission of Response to RfS by the Bidder

29.1 Documents to be Submitted Offline

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

- i. Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3B). One EMD may be submitted for the cumulative capacity quoted by the bidder.
- ii. Duly Signed Integrity Pact between SECI and the Bidding Company (Scanned version of the format, duly signed by SECI's authorized signatory, is available on the ETS portal as addendum to the RfS).
- iii. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

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

Bank Guarantee against EMD/POI needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee/POI, 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 22.03.2022, the above deadline will expire at 18:00 hrs. on 24.03.2022. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees/POI.

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

Selection of RE Power Developers for Supply of 2250 MW of Round-the-Clock (RTC) Power from ISTS-Connected Renewable Energy (RE) Power Projects, complemented with Power from any other source or storage in India under Tariff-based Competitive Bidding (RTC-III)	
<i>Cumulative Capacity of the projects applied for</i>	_____ MW
<i>No. of Projects Bid for</i>	
<i>RfS Reference No.</i>	SECI/C&P/IPP/13/0004/22-23 dated 02.09.2022
<i>Submitted by</i>	(Enter Full name and address of the Bidder)
<i>Organization ID (OID) on ETS portal</i>	(Enter the OID through which the Bid has been submitted online on ETS portal)
<i>Authorized Signatory</i>	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
<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/POI for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted at this stage will be encashed, the EMD(s) 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/ 7.3B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A and 7.9, 7.10, 7.11 and 7.12 as elaborated in Clause 26 of the RfS.
- (b) All attachments elaborated in Clause 26 of the RfS, under the sub-clause xiii: Attachments, with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
- (e) Scanned Copies of requisite amount of Bank Guarantee/POI 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 Techno-commercial bid.

II. Financial Bid (Second Envelope)

1. Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):
 - (a) Covering letter as per Format - 7.13 of the RfS
 - (b) Preliminary Estimate of Cost of RE Power Project along with non-RE component or storage, as per Format 7.14 of the RfS.
2. The financial bid shall be submitted online, in the format as per the Electronic Form on the ISN-ETS portal.

The quoted tariff shall comprise of four parts as per Clause 21.9 of the RfS, and will be submitted in the form of the following table, to be called as "tariff matrix":

Contract Year subsequent to SCD or COD of 1st part capacity, whichever is earlier	Tariff component "A": Fixed RE component (INR/kWh)	Tariff component "B": Fixed non-RE component (INR/kWh)	Tariff component "C": Variable non-RE component (fuel) (INR/kWh)	Tariff component "D": Variable non-RE component (transportation) (INR/kWh)
1	A ₁	B ₁	C ₁	D ₁
2	A ₂	B ₂		
3	A ₃	B ₃		

.....		
24	A ₂₄	B ₂₄		
25	A ₂₅	B ₂₅		

Where, A_n represents the value of the tariff component “A” in the nth Contract Year.

In addition, in the Electronic Form, the bidder shall also quote the minimum ratio of annual energy to be supplied from RE sources in the total energy offered in any Contract Year, in the form of a percentage as follows:

Committed minimum share of annual energy to be supplied from RE sources: “X”:
_____ %

(The value of “X” should be at least 51%)

(The ratio “X” to be submitted by bidder shall be a whole number, without any decimal places. (e.g., “60%” or “61%” instead of “60.45%”).

The above table will be applicable for the entire Contract Capacity quoted by the Bidder.

- 3. Only single tariff bid 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.**

III. 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) While filing the values of “A” and “B” in the tariff matrix, it is to be noted that the value of “A” or “B” in any particular year shall be greater than or equal to the respective value of “A” or “B” in the immediately previous year. Bids containing tariff matrices filled in deviating from the above provision will be rejected. For e.g., in case the value of “A” in the 1st year of the tariff matrix is 2.50, the value for “A” in the 2nd year cannot be less than 2.50.
- (e) The values of “B”, “C” and “D” are dependent on the type of non-RE Project being utilized for supplying the balancing/complementary power. Thus, based on the type of source for the spare capacity tied up as specified by the bidder at the time of bid submission, the values of “C” and “D” will be indexed for each year. The applicable indices for different fuel types are provided in Annexure-E.
- (f) While quoting the values of “C” and “D”, estimation of SCD will have to be done by the bidders themselves, and even in case of extension of SCD during the project implementation stage, irrespective of the reason of such extension,

the values of “C” and “D” quoted at the time of bid submission will remain unchanged.

- (g) In case of “D”, the escalation index is dependent on distance of transportation. Thus, the Bidder shall select the range of transportation of coal, from the options as provided in Format 7.10 of the RfS, based on which, the transportation index will be fixed in line with Annexure-E, irrespective of the actual distance applicable for transportation of the respective fuel.
- (h) The above choice will remain unchanged subsequent to bid submission.
- (i) 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.
- (j) **In case of submission of Bank Guarantee against EMD/POI 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 RPD 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>___ MW ISTS-Connected Solar PV Project(s)</p> <p>Owned and operated by</p> <p>----- (insert name of the RPD)</p> <p>[Under RfS for Selection of RE Power Developers for Supply of 2250 MW of Round-the-Clock (RTC) Power from ISTS-Connected Renewable Energy (RE) Power Projects, complemented with Power from any other source or storage in India, under Tariff-based Competitive Bidding (RTC-III) by Solar Energy Corporation of India Limited]</p> <div style="text-align: center;">  </div> <p>Village:....., Tehsil....., District....., State.....</p>
--

31 *Validity of the Response to RfS*

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 12 months 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 efforts to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI’s response will be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ ISN-ETS 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 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, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of RPD. SECI shall not be liable for issuing any intimations/ reminders to RPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with RPD 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 Guidelines, RfS and PPA must be timely submitted by the RPD.

SECTION 4. QUALIFICATION REQUIRMENTS 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. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. 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.

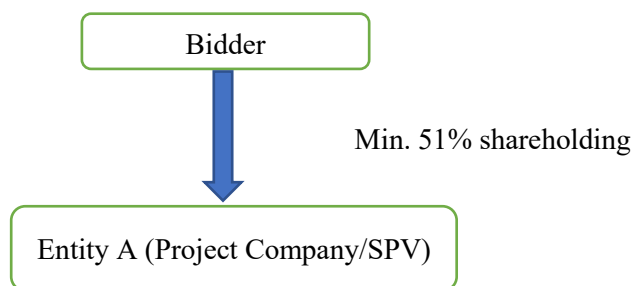
In case the foreign company participating as a member of consortium, Clause 36.7 of the RfS shall be applicable.

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:

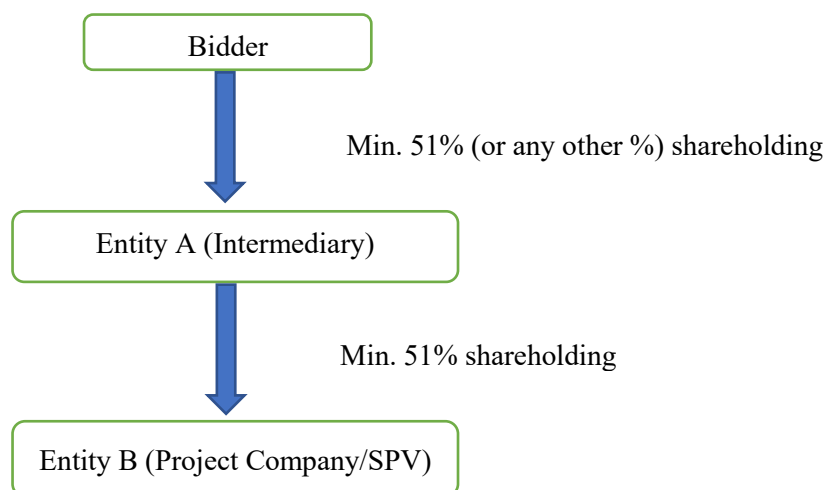
- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
- ii. “Bidder” in this reference, means any person or firm or company, including any member 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. Multiple SPVs may also be utilized for executing more than one Project.
- 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 thereafter the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior to 2 (two) years from the COD, except with the prior approval of SECI.
- 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 Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.
- 37.2 In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the Scheduled Commissioning Date of the projects will be allowed for deployment under the Scheme.
- 37.3 The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

37.4 The wind power projects will be developed as per the Guidelines issued by the Government of India for development of Wind Power Projects. For solar modules and balance of systems, the technical guidelines issued by the Government of India from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commissioning of the Project, will be followed.

37.5 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 22 of RfS. The undertaking shall be submitted as per enclosed Format 7.9.

37.6 The Projects shall also comply with the criteria for power supply as detailed in Clause 8 of the RfS.

37.7 Technical Criteria of Non-RE Projects

- i. Non-RE Projects shall include power plants which are already, partly or fully, commissioned before the issuance of this RfS or are under construction at the time of issuance of RfS, but have spare generation capacity that can be made available for long-term supply of RTC Power as envisaged under this RfS.
- ii. The Thermal Power Project can be based on domestic coal as fuel, or on coal from imported sources.
- iii. The ‘**spare capacity**’, referred above, is that capacity of a power generating system that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS.

The Bidder shall provide the details of the tie-up with the spare capacity at the time of bid submission, and the proposed tied up quantum of spare capacity will remain unchanged thereafter.

Further, in case the developer chooses not to tie-up with any spare capacity until the bid submission deadline, subsequent tie-up with any spare capacity will not be allowed during the Term of the PPA.

The quantum of the spare capacity as tied-up by the bidder shall remain unchanged throughout the Term of the PPA, except for the situations where the spare capacity plant is shut down for scheduled/planned maintenance, or on account of Force Majeure. The developer is free to switch the tie-up from one plant to another, or a combination thereof, keeping the total tied-up spare capacity unchanged. Such modification in tie-up will be without any additional liability to SECI for procurement of power from the other plant.

- iv. In order to ensure that the ‘spare capacity’ of a power plant has been tied up by the Bidders, the Bidders shall submit, at the time of bid submission, proof of such tie-up and the availability of spare capacity in the said power plant, in the non-RE power plant so tied up. Such proof shall be in the form of a Board Resolution, signed by the authorized representative of the Board of Directors of the company owning such non-RE plant being proposed for tie-up, duly notarized on a Rs 100/- non-judicial stamp paper (Format 7.11). Alternatively, the bidder can form a Consortium with owners of the non-RE power plant(s).

- v. A non-RE power generator cannot tie up with more than one bidder, for the same ‘spare capacity’. Only when a bid has been concluded and the said spare non-RE power capacity is not part of the successful bid, that such capacity can be tied up for participation in other tenders. However, multiple spare capacities of the same non-RE power plant can be tied up with different bidders in the same tender.
- vi. An entity, for the purpose of participation in this RfS, may tie up with multiple ‘spare capacities’ of different non-RE power plants, and submit a single bid for the same, under this RfS.
- vii. Notwithstanding anything contained herein, the non-RE power generator, if applicable, should not be a wilful defaulter to any lender, and there should no major litigation pending or threatened against the non-RE power generator that could cast a doubt on the ability or the suitability of the non-RE power generator to offer spare capacity for the Project. Consequently, the bidders shall not be allowed to tie up spare capacity with such non-RE power generator who is a wilful defaulter to any lender and has major litigation pending or threatened against itself.
- viii. It is clarified that irrespective of the contractual arrangement between the RE Power Generator and Non-RE Power Generator, all the generator related liabilities, under the Guidelines, RfS and the PPA thereunder, shall be of the entity signing the PPA, and recognised as RPD. The RPD can do a back-to-back tie up for supply of Non-RE Power generator and don’t need to set up a new Non-RE Power project under this tender.
- ix. The tender doesn’t envisage setting up of new Non-RE Power Plant but the bidder is expected to tie up the spare capacity as detailed in other sections of RfS. Thus, any milestone or timeline or obligation with respect to setting up of Project relates only with respect to RE portion of the Project.

38 Financial Eligibility Criteria

38.1 Net-Worth

- i. The Net Worth of the Bidder should be equal to or greater than **INR 1.839 Crores/MW** (Rs. 1,83,90,000/MW) of the quoted capacity, as on the last date of previous Financial Year, i.e., FY 2021-22 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/POI in case the Bidder fails 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 2.24 Crores/MW** (Rs. 2,24,00,000/MW) of the quoted capacity during the previous financial year, 2021-22 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 44.80 Lakhs/MW** (Rs.44,80,000/MW) of the quoted capacity, as on the last date of previous financial year, 2021-22, 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 56 Lakhs/MW** (Rs.56,00,000/MW) of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.
- 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/POI 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 and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfS.
- 38.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2021-22, 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 39.6 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 250 MW, then, total Net-Worth to be met by the Consortium is Rs. 1.839 Crores x 250MW = Rs. 459.75 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 321.825 Crores and to be met by Consortium Member B would be Rs. 137.925 Crores. Similar methodology shall be followed for computation of liquidity requirement.

38.9 **Note:** Wherever applicable, audited accounts for the last FY, 2021-22 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2021-22 are not available, then, audited annual accounts of FY 2020-21 can be considered.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

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 05.09.2022, the online bid opening will be conducted on 08.09.2022. In case of the above date being a holiday, the bids will be opened on the next working day.

- 40.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- 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, evaluation of Techno-Commercially Qualified Bids shall be done based on the “Weighted Average Levelized tariff” per unit supply of RTC power, which shall be as quoted by the Bidder in the Electronic Form of Financial Bid, in line with Clause 14.7 and 29.2.III of the RfS. After this step, the shortlisted bidders shall be invited for the Reverse Auction. Reverse Auction shall be conducted only on the “Weighted Average Levelized Tariff” as quoted by the Bidders. For the purpose of interpretation, any reference to “first round tariff” in this section will refer to the “Weighted Average Levelized Tariff”.

- 41.2 Second Envelope (containing First Round 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 “First Round Tariff” in Indian Rupee per kWh for all the Projects applied for. **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, then it shall be considered as INR 2.33).
- 41.4 Evaluation of bids: Based on the tariff matrix as quoted by the bidder and the values of committed annual energy values corresponding to RE and non-RE components as per Cl. 29.2.II of the RfS, evaluation of bids will be carried out as follows:
- The tariffs components “A” and “B” (each quoted for 25 years), will be levelized based on the discounting factor of 8.09 %.
 - The tariff components “C” and “D” (each quoted for the first year), will first be indexed for the remaining 24 years of the PPA, using the indices to be intimated shortly, for fuel and transportation, respectively. The values of the same are annexed herewith. Subsequently the 25-year values of “C” and “D” will be levelized based on the discounting factor of 8.09 %.
 - Finally, based on the values of “X” and “Y” quoted by the bidder, the weighted average levelized tariff of the bidder will be calculated, which will be a single value, “W/kWh”.
 - While calculating the above values, digits after 2 places of decimal point in all the values will be ignored. For example, in case the value of a certain parameter is 2.456, it will be read as 2.45.
 - Bids will be evaluated on the value of “W” calculated for each bidder.
- The term “tariff” being used in this Section is to be read as the “Weighted average levelized tariff” or “W” hereon.
- 41.5 On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate capacity as quoted by the short-listed Bidders is lower than or equal to 2250 MW, then the procedure as elaborated in Clause No. 42.2 shall be followed.
- 41.6 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.
- 41.7 If the value of “W” as calculated above is same for two or more Bidders, then all the Bidders with the same value of “W” shall be considered of equal rank/ standing in the order.
- 41.8 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause 42.2 of the RfS.

41.9 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 (Tariff in ₹/ kWh)	Ranking
B1	₹ 2.10	L1
B2	₹ 2.20	L2
B3	₹ 2.30	L3
B4	₹ 2.30	L3
B5	₹ 2.43	L4
B6	₹ 2.60	L5
B7	₹ 2.65	L6

42 Reverse Auction (Step 3)

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

42.2 The Total eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

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

S_E = (Eligible capacity for award)	<p>(i) In case $S_T \leq 2250$ MW, $S_E = 0.8 \times S_T$</p> <p>(ii) In case $S_T > 2250$ MW, $S_E = 0.8 \times S_T$ subject to maximum eligible capacity being 1200 MW.</p>
--	--

Total eligible Bidders for e-Reverse Auction

i. In case $(0.8 \times S_T) \leq 2250$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

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

ii. In case $(0.8 \times S_T) > 2250$ MW: The lowest ranked bidder, i.e., the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

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

Note:

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

(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 2250 MW and the minimum number of shortlisted bidders for e-RA, after elimination at this stage, remains 3. In the contradictory scenario, no elimination will take place at this stage.

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

Scenario-1: Total bid capacity of techno-commercially shortlisted bidders = $S_T=6770$ MW

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	S_E	$(0.8 \times S_T)$	n^*	Shortlisted Bidders
1	B3	L1	1250	10	2250 MW	5416 MW	9	B3
2	B5	L2	500					B5
3	B1	L3	900					B1
4	B4	L3	500					B4
5	B2	L4	570					B2
6	B6	L5	750					B6
7	B7	L6	500					B7
8	B8	L7	550					B8
9	B9	L8	650					B9
10	B10	L9	600					

* $n = 10 - 1 = 9$ as per the above formula.

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

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders = $S_T=1500$ MW

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	S_E	$(0.8 \times S_T)$	n	Shortlisted Bidders
1	B3	L1	300	4	1200 MW	1200 MW	4	B2
2	B2	L2	600					B3
3	B1	L3	200					B1
4	B4	L4	400					B4

* $n = 4$ as per the above formula

- 42.3 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause 42.2 above. The

shortlisted bidders will also be mailed by SECI, the excel sheet containing the tariff matrix, to be used for uploading the data during the e-RA.

42.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.

- i. During the 15 minutes prior to start of reverse auction process, the respective tariff, i.e., W, along with the tariff matrix as filled by the Bidder as part of the Electronic Form for price bid, shall be displayed on its window.
- ii. The Bidder can revise the values of “A” “B”, “C” and “D” in its tariff matrix, with the target of reducing the resultant value of W, so as to meet or beat the lowest value of W, i.e., the L1 tariff at that particular instance. Minimum decrement value for W shall be 0.01.
- iii. Bidders can only quote any value of “W”, which is lower than their previous quoted value of W, taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in “W” will not be permissible. Further, while changing values of “A” and “B” during the e-RA, provisions of Cl. 29.2.III. (d) will have to be complied with, as per which, the value of “A” or “B” in any particular year shall be greater than or equal to the respective value of “A” or “B” in the immediately previous year
- iv. During reverse auction, the Bidder shall not have the option of changing the total Contracted capacity along with values of “X” and “Y” as submitted at the time of bid submission.
- v. In the bidder’s bidding window, the following information can be viewed by the bidder:
 - i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
 - ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity
- vi. The initial auction period will be of 60 (sixty) minutes with a provision of auto extension by 20 (twenty) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The ‘zones’ are as defined below:
 - i. Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.
 - ii. Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.
 - iii. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.

If no such change as described above is effected during the last 20 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed. It may be noted that the green and yellow coloured “zones” are indicative of the possibility of the bidder being eligible to be awarded its own quoted capacity

(partially or fully), and do not provide the guarantee of LoA being issued by SECI for the said capacity. LoA issuance will be solely governed by Clauses 43 & 44 below.

43 Selection of Successful Bidders

43.1 Subsequent to conclusion of the e-RA process, the bidders in the “Green” and “Yellow” zones as per Clause 42.5(vi) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.

43.2 The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as “the range”- will be declared as Successful Bidders under the RfS, subject to the following conditions:

- i. In case the cumulative capacity shortlisted as per the range exceeds S_E (capacity eligible for award as per Clause 43.2), the list of Successful Bidders shall be limited by S_E .
- ii. In a borderline case, i.e., the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range), and the cumulative capacity exceeds S_E , time stamping of bidders shall be used to limit allocation of cumulative capacity up to S_E . In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of S_E , will not be eligible to be declared as Successful Bidders.

In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to S_E .

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

43.3 **Illustration:** Following example provides a possible illustration of the above methodology:

- L1 tariff discovered after e-RA: Rs. 2.50/kWh
- The range ($L1 + 2\%$ of $L1$): Rs. 2.575/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	100	100	NA	2.50	L1
L2	200	300	NA	2.51	L2
L2	100	400	NA	2.51	L2
L3	100	500	NA	2.53	L3
L4	200	700	NA	2.54	L4
L5	400	1100	16:00:01	2.55	L5
L5	300	1400	16:00:02	2.55	L5
L5	100	1500	16:00:03	2.55	L5
L6	200	1700	NA	2.56	L6
L7	300	2000	NA	2.60	---

43.4 Note: The allocation of cumulative project capacity shall be closed at S_E. However, in no case, shall the capacity of a single Project selected under this RfS, be less than 250 MW, subject to provision of Clause 5.1 of the RfS.

In case the partial capacity offered to the last Successful Bidder as per Cl. 43.2 above, is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal shall be intimated to SECI within 7 days of completion of e-RA and not later than 7 days of issuance of LoAs by SECI, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.

In case the partial capacity offered to the last Successful Bidder as per Cl. 43.2 above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding S_E. In case the last Successful Bidder refuses to accept such partial capacity offered by SECI, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by SECI.

44 *Issuance of LoAs*

At the end of selection process, Letters of Award (LoAs) will be issued to the Successful Bidders discovered as above. The LoAs shall be awarded for the Contracted Capacity as quoted by the respective successful bidder, or the partial capacity, as the case may be. In case of a Consortium being selected as the successful Bidder, the LoA will be issued to the Lead Member of the Consortium.

In case SECI is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned. SECI reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA. In all cases, SECI's decision

regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

PPAs will be executed subsequent to signing of PSAs by SECI. After the issuance of LoA(s) for the cumulative awarded capacity, in case the total capacity of PSAs signed by SECI is lower than the cumulative awarded capacity, the cumulative PPA capacity to be executed by SECI will be reduced accordingly.

For a particular bidder, in case the finally modified capacity offered by SECI for signing of PPA is lower than the capacity for which the LoA was issued to the said Bidder, the respective Bidder may choose to reject such modified capacity, and will be allowed to exit the process without any liability to either party (i.e., SECI or the Bidder), and the said refused capacity will be offered to the next successful bidder as per the list of successful bidders. In case such offered partial capacity for signing of PPA is less than 250 MW, subject to provision of Clause 5.1 of the RfS, PPA will not be executed with such Bidder.

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 **"AVAILABILITY"** shall mean as defined in the PPA.

45.5 **"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.

45.6 **"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.

45.7 **"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.

45.8 **"BID CAPACITY"** shall mean the Contracted Capacity of the RE Power Project as proposed by the Bidder.

45.9 **"BUYING ENTITY"** shall mean any Discom that requires RE power to fulfil its non-solar RPO under respective RPO regulations.

45.10 **"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.

45.11 **"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.

- 45.12 **“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause 24 of the RfS.
- 45.13 **“CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with SECI for supply of power by the RPD to SECI at the Delivery Point from the Project, based on which the PPA is executed with SECI.
- 45.14 **“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.
- 45.15 **“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.
- 45.16 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting shares of the Company or right to appoint majority Directors.
- 45.17 **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of Electricity Act 2003.
- 45.18 **“DAY”** shall mean calendar day.
- 45.19 **“EFFECTIVE DATE”** shall mean the date as on 60th day from the date of issuance of Letter of Award (LoA), or any other date as applicable, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties.
- 45.20 **“ENERGY STORAGE SYSTEMS” or “ESS”** shall mean the system(s) installed in addition to the RE power capacity as part of the Project, that can capture energy produced at one time for use at a later time.
- 45.21 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.
- 45.22 **“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the RPD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance.
- 45.23 **“GUIDELINES”** shall mean “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Round-The Clock Power from Grid Connected Renewable Energy Power Projects, complemented with Power from any other source or storage” issued by the Ministry of Power vide Gazette Resolution no. 23/05/2020-R&R dated 22.07.2020,

including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfS.

45.24 “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.

45.25 “INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean a single point or multiple points at 220kV or above, where the power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) 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 RPDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

45.26 “INTERMEDIARY PROCURER” shall mean a trader who shall aggregate the power purchased from different RE Projects and sell it to the distribution licensee(s).

45.27 “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).

45.28 “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 02 (two) years after the Commercial Operation Date (COD) of the Project.

45.29 **“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.

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

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

45.32 **“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.

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

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

45.35 **“NON-RE POWER PROJECT”** or **“NON-RE POWER GENERATING SYSTEM(S)/ STATION(S)”** shall mean a non-RE Power Project including Coal based Thermal Power Project, using coal/other non-RE sources as the source for conversion from mechanical energy to electrical energy, and shall include non-RE/thermal power plants which are already, partly or fully, commissioned before the date of issuance of this RfS, or are under construction as on the date of issuance of this RfS, but have spare generation capacity that can be made available for long-term supply of RTC Power under this RfS.

The **‘spare capacity’**, referred above, is that capacity of a non-RE/thermal power project that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS.

45.36 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

45.37 **“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.

45.38 **“POOLING SUBSTATION/POOLING POINT”** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the RPD(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses

in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

45.39 **“PGCIL”** or **“POWERGRID”** shall mean Powergrid Corporation of India Limited.

45.40 **“POWER FROM ANY OTHER SOURCE”** shall mean power from an existing or under construction non-RE power project including coal based Thermal Power Project or a Large Hydroelectric Project.

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

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

45.43 **“PROJECT”** or **“RENEWABLE POWER PROJECT”** or **“RE PROJECT”** shall mean the renewable energy generation facility, comprising Solar Power Generating systems, Wind Power Generating systems, or a combination thereof, for supply of RE power, including ESS, if any, having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall include all renewable and power generation units from any other source, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI. It may be noted that the sources of generation and ESS, if any, may be co-located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power. Further, the ESS offered with a project under this RfS should only be charged from RE power capacity. The same RE power shall either be considered for getting compensation in case of curtailment or for charging of ESS. In case of power being injected from the ESS (whether co-located with RE component or not), ISTS charges and losses beyond the Delivery Point, if any, will be borne by the Discom(s).

45.44 **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the Power Purchase Agreement shall be signed.

45.45 **“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.

45.46 **“PROJECT DEVELOPER”** or **“DEVELOPER”** or **“RE POWER DEVELOPER (RPD)”** 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. The term “RPD” shall also refer to a generator and supplier of RE Power complemented with Power from any other source or storage, in Round-The-Clock manner.

45.47 **“PROJECT LOCATION”** shall mean the area/areas identified by the RPD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State or States, where the Project is being implemented.

45.48 **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.

45.49 **“RENEWABLE ENERGY (RE) POWER”** shall mean power from a RE Power Project, with or without Energy Storage System (ESS), commissioned in pursuance of bidding process under this RfS and the term RE Project to be construed accordingly.

45.50 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by SECI including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/IPP/13/0004/22-23 dated 02.09.2022.

45.51 **“ROUND-THE-CLOCK”** or **“RTC”** shall mean the 24-hour period of the day during which, the energy as per Contracted Capacity shall be supplied by the RPD.

45.52 **“SCHEDULED COMMISSIONING DATE”** or **“SCD”** shall be the date as indicated in Clause 9 of the RfS.

45.53 **“SECI”** shall mean Solar Energy Corporation of India Limited.

45.54 **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.

45.55 **“SOLAR PV POWER PROJECT”** or **“SOLAR POWER GENERATING SYSTEM/ STATION”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;

45.56 **“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.

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

45.58 **“TRADING MARGIN”** shall mean the margin on sale of RE power to State Utilities/ Discoms/ other Bulk Consumers under this RfS being charged by SECI and shall be @ INR 0.07/kWh.

45.59 **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.

45.60 **“WEEK”** shall mean calendar week.

45.61 **“WIND POWER PROJECT”** or **“WIND POWER GENERATING SYSTEMS/ STATIONS”** means the wind power project that uses wind energy for conversion into electricity through a wind turbine generator.

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 2250 MW, including this response to RfS.

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

Contracted Capacity offered*	RTC configuration (RE+ Non-RE breakup)	Location(s) (Village, Tehsil, Dist., State)	Inter-connection Point(s) Details
	Solar PV component: ____MW (AC), ____MWp (DC) (DC/AC Ratio: ____)		
	Wind power component: ____MW		
	ESS component: ____MW/MWh		
	Non-RE Power component: ____MW		

1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]*, standard PPA and PSA documents attached thereto, issued by SECI. In token of our acceptance to the RfS, PPA and PSA 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. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per 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./ Payment on Order Instrument no..... *[Insert bank guarantee/POI number]* dated *[Insert date of bank guarantee/POI]* as per Format 7.3A/7.3B from *[Insert name of bank providing bank guarantee/POI issuing agency]* and valid up to.....in terms of Clause No. 17 of this RfS. The quoted capacity of the RE Project offered by us is MW *[Insert capacity proposed]*. (strike off whichever is not applicable)
3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clause Nos. 18 & 19 of this RfS on issue of LoA by SECI for the selected Projects and/ or we are not able to sign PPA with SECI within the timeline as stipulated in the RfS for the selected Projects, SECI shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per 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 from the provisions of the RfS and all claims in respect of this process.
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 upto the date as on 12 months 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.

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: -----

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT
(EMD)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*]
(hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Selection of RE Power Developers for Supply of 2250 MW of Round-the-Clock (RTC) Power from ISTS-Connected Renewable Energy (RE) Power Projects, complemented with Power from any other source or storage in India under Tariff-based Competitive Bidding (RTC-III) of the capacity of MW [*Insert Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of [*Insert the name of the Bidder*] as per the terms of the RfS, the _____ [*Insert name & address of 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 not less than that derived on the basis of Rs. 12.26 Lakhs per MW of the capacity proposed*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____ [*insert date of validity in accordance with Clause 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 OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY
IREDA/REC/PFC (IN LIEU OF BG AGAINST EMD)**

No.

Date

SECI,

Registered

_____,

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

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Selection of RE Power Developers for Supply of 2250 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from any other source or storage in India under Tariff-based Competitive Bidding (RTC-III) of the capacity of MW [Insert cumulative Project capacity proposed] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of [insert the name of the Bidder] as per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [Insert amount not less than that derived on the basis of Rs. 12.26 Lakhs per MW of the capacity proposed], only, on behalf of M/s _____ [Insert name of the Bidder].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions: -

- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from SECI within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/RPD, to make any claim against or any demand against the SPV/RPD or to give any notice to the SPV/RPD;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/RPD;
 - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto_____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated _____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____

**(name of the POI issuing
agency).**

()

General Manager (TS)

Copy to:-

M/s. __PP_____

_____ As per their request

()

General Manager (TS)

FORMAT FOR 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 RE Power Developer' or 'RPD') submitting the response to RfS inter alia for [*Insert title of the RfS*] of the capacity of MW, at [*Insert name of the place*], for supply of power there from 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 RE Power Developer and issuing Letter of Award No. _____ to _____ (*Insert Name of selected RE Power Developer*) as per terms of RfS and the same having been accepted by the selected RPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected RE Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of the SECI*] forthwith on demand in writing from SECI or any Officer 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 RE Power Developer/ Project Company*]

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to 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 RE Power Developer/ Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at 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 RE Power Developer/ Project Company, to make any claim against or any demand on the selected RE Power Developer/ Project Company or to give any notice to the selected RE Power Developer/ Project Company or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected RE Power Developer/ Project Company.

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

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to 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 OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY
IREDA/REC/PFC (IN LIEU OF PBG)**

No.

Date

SECI,

Registered

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

Dear Sir,

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

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

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

any public sector bank and would promise to pay the implementing agencies on demand within stipulated time.

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

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

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

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

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

5. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions:-
- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from SECI within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/RPD, to make any claim against or any demand against the SPV/RPD or to give any notice to the SPV/RPD;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/RPD;
 - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
6. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

7. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated _____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of

M/s. _____
(Name of the POI issuing agency).

()
General Manager (TS)

Copy to:-

M/s. __PP_____

_____ As per their request

()
General Manager (TS)

FORMAT 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 combined shareholding in the SPV/Project Company shall not fall below 51% at any time prior to 2 (two) years from the COD, except with the prior approval of SECI.

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 2021-22/2020-21 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 38.1 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 %) 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 2021-22/2020-21 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 2021-22/2020-21 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.

(iii) 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

(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 and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA 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 36.4 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.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for _____ (Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

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 and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA 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 36.4 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.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for _____ (Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

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 RfS 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)

(To be Submitted Separately for each Project)

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 **18 (eighteen) months/ 24 (twenty four) months** *(strike off whichever is not applicable)* 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 DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.
- 3.0 Any other details sought as per the checklist communicated by SECI.

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.

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY
TIE-UP

(To be Submitted on the letterhead of the Bidder)

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Location(s) of RTC components	
3	Contracted Capacity proposed MW
4	Brief about the RTC Configuration breakup	
	i) Committed annual energy to be supplied from the RE component (X) MWh
	ii) Ratio of annual RE energy to be supplied from the total annual energy offered in a Contract Year%
	iii) Type of fuel being used in the non-RE component	(coal/gas/large hydro/etc.)
	iv) In case of Coal based thermal project being utilized, following details to be submitted: a. Nature of Coal being utilized (Domestic/Imported) b. Proposed distance range to be considered for transportation indexation for coal based thermal energy (To be entered Not Applicable, in other cases)	a. (Domestic/Imported Coal) b. Choose one out of the following: (i) Up to 125 km (ii) Up to 500 km (iii) Up to 1000 km (iv) Up to 2000 km (v) Beyond 2000 km
5	Details to be submitted in case of tie-up with spare capacity of a non-RE Project	(To be enclosed as Annexure to this Format)

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Encl.: Hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA, as required under Cl. 21.2

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

PROOF OF TIE-UP WITH NON-RE POWER PROJECT

(Not applicable in case of a Consortium between the Bidder and the Entity owning the non-RE Power Plant)

(Board Resolution, signed by the authorized representative of the Board of Directors of the company owning such non-RE power plant being proposed for tie-up, duly notarised on a Rs. 100/- non-judicial stamp paper.)

(This format is for reference purpose only. The scanned version of the format, duly signed by SECI's authorized signatory, is available on the ETS portal as addendum to the RfS. Bidders are required to submit signed and scanned copy of the document available on ETS portal)

INTEGRITY PACT

Between

Solar Energy Corporation of India

having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

hereinafter referred to as

"SECI",

and

[Insert the name of the Sole Bidder/all members of the of Joint Venture/Consortium]

having its Registered Office at _____

(Insert full Address/Lead member address in case of Joint Venture/Consortium)

and

[Insert the name of all members of the Joint Venture/Consortium, as applicable]

having its Registered Office at _____

(Insert full Address/ Lead member address in case of Joint Venture/Consortium)

hereinafter referred to as

"The Bidder/Contractor"

Preamble

SECI intends to award, under laid-down organisational procedures, contract(s) for _____ *[Insert the name of the tender/package]* _____

Package and NIT Number _____ SECI values full compliance with all *[Insert Specification Number of the package]* relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with

its Bidders/ Contractors.

In order to achieve these goals, SECI and the above-named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of SECI

- (1) SECI commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of SECI, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) SECI will, during the tender process treat all Bidder(s) with equity and fairness. SECI will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) SECI will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process
- (2) If Managing Director obtains information on the conduct of any employee of SECI which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to SECI, or to any of SECI's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder/Contractor shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders/Contractors. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non-submission of bids, bid rigging or other actions restricting competitiveness or

leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.

- c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by SECI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) Bidders will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act
 - e) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - f) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - g) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of SECI.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, SECI may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, SECI may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, SECI may revoke the

exclusion prematurely. However, decision of SECI in this regard shall be final and binding on the bidder/Contractor.

Section IV - Liability for violation of Integrity Pact

- (1) If SECI has disqualified the Bidder from the tender process prior to the award under Section III, SECI may forfeit the applicable Bid Security/Earnest Money Deposit under the Bid.
- (2) If SECI has terminated the contract under Section III, SECI may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders / Contractors

- (1) SECI will enter into agreements with identical conditions as this one with all Bidders.
- (2) SECI will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If SECI obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if SECI has substantive suspicion in this regard, SECI will inform the Chief Vigilance Officer (CVO).

Nothing mentioned hereinabove may deem to restrict the right of SECI, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders/ contractors to initiate necessary action under the Competition Laws for the time being in force.

(*) Section VIII - Independent External Monitor/Monitors

- (1) SECI has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, details of which has been indicated in the tender document.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Managing Director, SECI, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and

objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Managing Director, SECI, giving joint findings.

- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, SECI.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of SECI related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) SECI will provide to the IEM information as sought by him which could have an impact on the contractual relations between SECI and the Bidder/Contractor related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Managing Director, SECI and request the Managing Director, SECI to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to SECI and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to SECI.
- (7) The IEM will submit a written report to the Managing Director, SECI within 8 to 10 weeks from the date of reference or intimation to him by SECI and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Managing Director, SECI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Managing Director, SECI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) The word ‘IEM’ would include both singular and plural.
- (*) *This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I: Invitation for Bids and/or Clause ITB ... in Section – III: Bid Data Sheets of Conditions of Contract, Section-3 of the RfS.*
- (10) A bidder/Contractor signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of SECI.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) which are part of the Bidding Document.
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the **CVO/IEM**[#] in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in the bidding document IEM shall be applicable for packages wherein IEM are identified in the bidding document.

- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) _____

(For & On behalf of SECI)

(Signature) _____

**(For & On behalf of Bidder/ Partner(s) of
Joint Venture/Consortium/ Contractor)**

(Office Seal)

(Office Seal)

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness 1 : _____

Witness 1 : _____

(Name & Address) _____

(Name & Address) _____

Witness 2 : _____

(Name & Address) _____

Witness 2 : _____

(Name & Address) _____

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 upto the date as on 12 months 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. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as non-responsive.*
2. *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.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Tariff should be in Indian Rupee up to two decimal places only.*

**PRELIMINARY ESTIMATE OF COST OF RE PROJECT COMPLEMENTED
WITH NON-RE PROJECT COMPONENT OR STORAGE**

Project Capacity:MW

Location:

Bidder may use any format to provide the break-up.

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.

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

The Project selected under the RfS shall strictly adhere to the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019, and subsequent amendments and clarifications.

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. SPV Modules

1.1 The SPV modules used in the grid solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

1.2 In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000 V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

2. Power Conditioners/ Inverters

The Power Conditioners/Inverters of the SPV power plant must conform to the latest edition of IEC/ equivalent Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards

3. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. Authorized Test Centers

The PV modules/Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centers in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

5. Warranty

PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

6. Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25⁰C)
- vi. Wattage, I_m, V_m and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000.

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

7. Performance Monitoring

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters

and simultaneously measure the generation of DC power as well as AC power generated from the plant.

They will be required to submit this data to Procurer and MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

8. Safe Disposal of Solar PV Modules and unit Batteries from the ESS

The developers will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their ‘end of life’ (when they become defective/ non-operational/ nonrepairable) are disposed of in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time.

9. Capacity of Solar PV Projects

- i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	50 MW	50 MW	50 MW	50 MW

- ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 “Right to Contracted Capacity & Energy” of the PPA is allowed.
- iii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 20 MW Project, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.
- iv) Provisions of Article 4.6.1 of the PPA with RPD shall apply for the capacity not commissioned by the scheduled commissioning date.
- v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

SAFETY STANDARDS TO BE FOLLOWED FOR ENERGY STORAGE SYSTEMS
(AS APPLICABLE)

Battery Energy Storage Systems (BESS)

Standard/ Code (or equivalent Indian Standards)	Description
IEC 61427-2	Secondary cells and batteries for renewable energy storage for On-grid applications
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Non-chemistry Specific (applicable to all secondary battery types)
IEC 61508	Functional Safety of Electrical/Electronic/Programmable Electronic Safety-related Systems: Applicable for all Battery Energy Storage Systems
IEC 62133-1:2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portable applications - Part 1: Nickel systems
IEC 62133-2 :2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portable applications - Part 2: Lithium systems
IEC 62281/UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium-ion chemistries
IEC 61850/ DNP3	Communications networks and management systems. (Plant SCADA and the BESS control system communication)
IEC TS 62933-5-1:2017	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems - General specification

For other technologies being used in ESS, the Developer shall adhere to the relevant environmental and safety standards issued by Government of India from time to time.

COMMISSIONING PROCEDURE

Commissioning Procedure for the Project selected under the RfS shall be intimated by SECI in due course of time.

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

GENERAL

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

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

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

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

Broad Outline of Activities from Bidder’s Perspective:

- 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
- k. Participate in e-Reverse Auction if invited

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

Digital Certificates

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

Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

- 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.
- 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	<i>Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e., Monday to Friday except Government Holidays)</i>
Email-ID	support@isn-ets.com [Please mark CC: support@electronictender.com]

Some Bidding Related Information for this Tender (Sealed Bid)

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

- Submission of Bid-Parts
 - Envelope I (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’

NOTE:

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

ADDITIONAL DOs AND DON'Ts FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the ‘rules and related criterion’ for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your ‘Final bid’ after the end of e-Reverse Auction bidding event.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of ‘Date and Time of Closure of Reverse-Auction’. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder’s end, slow running of computer at bidder’s end, nervousness of the bidder in the last few seconds, etc. This could lead to delay

in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. 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.

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), SECI shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.

6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is '20' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfS document.
 - e) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and SECI.
 - f) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.
 - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - B of the RfS document.
 - h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
 - i) SECI will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
 - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.bharat-electronictender.com>.
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - 5 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/

Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	60 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	20 Minutes
3.2	Automatic extension Time-Duration	20 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by SECI on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by SECI. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. SECI shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

SECI reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

SECI shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of SECI shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

CHECK LIST FOR FINANCIAL CLOSURE

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

(RfS No. _____ dated _____)

**Last Date for submission of documents related to Financial Closure – _____
(18 months/ 24 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 indicated 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 37 of the RfS)

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

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

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

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

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

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

Performa 'A-1'

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

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

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

RESOLVED that approval of the Board be and is hereby accorded to the company extending unconditional and full financial support whether by way of equity, debt, or a combination thereof, towards meeting the full project cost of Rs. _____ (in words and figures) to M/s _____ (Name of Project Company), a company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ which was selected by Solar Energy Corporation of India Limited (SECI) to develop the.....MW RE Power Project (Project ID.....), for generation and sale of RE 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 RE Power Project (Project ID.....), for generation and sale of RE 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.

Illustration regarding applicability of liquidated damages on account of shortfall in Power Supply (Clause 8.2, Section III of the RfS)

❖ **Assumptions**

- Each month consists of 12 time-blocks.
- The data below is identical for all the months in a year.
- Each month has 2-time blocks designated as "Peak Hours"
- Declared rated capacities of RE and non-RE components (MW):
 - RE: **400 MW** ("Project")
 - Non-RE Project: **200 MW**
 - Contracted Capacity: **500 MW** (for which LoA has been issued, and PPA has been signed)
- Committed ratio of annual power offered from RE sources out of total annual power offered: **51%** (not to be changed subsequent to bid submission deadline)
- Considering the 5th Contract Year after COD of last part capacity of the Project.
- Tariff components applicable for that year:
 - Fixed RE component: **A₅: Rs. 4.2/kWh**
 - Fixed Non-RE component: **B₅: Rs. 2.8/kWh**
 - Variable Non-RE component-Fuel: **C₅': Rs. 0.4/kWh**
 - Variable Non-RE Tariff-Trans: **D₅': Rs. 0.8/kWh**
- The values of C₅' and D₅' for the purpose of calculation of "applicable tariff" for the 5th year, are respectively, the averages of monthly indexed values of C and D for the 5th year, based on the CERC's indexation as applicable.
- Power supply profile for a typical month in the 5th year:

Declared availability in each time block								
Time Block	Duration (hrs)	RE (MW)	Non-RE (MW)	Total (MW)	Offered MWh (RE)	Offered MWh (Non-RE)	RE %	Availability
T1	60	250	200	450	15000	12000	55.6%	90%
T2	60	300	200	500	18000	12000	60.0%	100%
T3	60	350	50	400	21000	3000	87.5%	80%
T4	60	50	140	190	3000	8400	26.3%	38%
T5	60	50	200	250	3000	12000	20.0%	50%
T6	60	50	100	150	3000	6000	33.3%	30%
T7	60	200	200	400	12000	12000	50.0%	80%
T8 (Peak hours)	60	150	200	350	9000	12000	42.9%	70%
T9 (Peak hours)	60	100	200	300	6000	12000	33.3%	60%
T10	60	50	200	250	3000	12000	20.0%	50%
T11	60	150	200	350	9000	12000	42.9%	70%

T12	60	100	200	300	6000	12000	33.3%	60%
Total		1800	2090	3890	108000	125400		
Total MWh offered					233400			
Average (Monthly availability)							40.87%	64.83%

- Average monthly Peak Hour availability: 65%
- % of RE offered over total Power offered (monthly): 46.27% (not “average”)
- **Annual availability (=Average of monthly availabilities): 64.83%**
- **Annual Peak Hour availability (=Average of monthly Peak Hours availabilities): 65%**
- % of RE offered over total power offered annually: 46.27%

❖ **Liquidated damages on account of shortfall in Power offered**

i. **Shortfall in monthly Availability**

Note: For the purpose of calculating shortfall in monthly availability, the average monthly availability as assumed above, is not considered, and the data as per the following table will be considered.

Following is the monthly availability data as assumed for this purpose:

• **Scenario-1:**

Month	Availability (%)	Month	Availability (%)
M1	60	M7	90
M2	90	M8	90
M3	90	M9	90
M4	90	M10	90
M5	90	M11	90
M6	90	M12	90

In the above scenario, no liquidated damages will be applicable for monthly availability.

• **Scenario-2:**

Month	Availability (%)	Month	Availability (%)
M1	60	M7	90
M2	80	M8	90
M3	70	M9	90
M4	90	M10	90
M5	90	M11	90
M6	90	M12	90

In the above scenario, liquidated damages will be calculated as follows:

- **Month M1, bearing the lowest availability in the Year, will be ignored.**
- **For the month M2 (80% availability),**
 - Average Power offered in a typical time block = (Monthly availability x Contracted capacity) = 400 MW
 - Min. required average Power to be offered in a typical time block (@90% availability) = (0.90 x Contracted Capacity) = 450 MW
 - Shortfall in average power offered in a typical time block = 450-400 = 50 MW
 - Split of average power shortfall into RE and non-RE power (based on ratio submitted by the bidder) = 50 x 0.51 (for RE power) and 50 x 0.49 (for non-RE power), i.e., 25.5 MW (for RE power) and 24.5 MW (for non-RE power)
 - **Damages for shortfall in annual availability** = (Shortfall in average power offered in a time block split into RE and non-RE x no. of hours in the month x fixed tariff (Applicable Tariff for the corresponding Contract Year) applicable for RE and non-RE components x 1000) = $720 \times [(25.5 \times 4.20) + (24.5 \times (2.8+0.4+0.8))] \times 1000 = \text{Rs. 14,76,72,000/-}$
- **For the month M3 (70% availability),**
 - Average Power offered in a typical time block = (Monthly availability x Contracted capacity) = 350 MW
 - Min. required average Power to be offered in a typical time block (@90% availability) = (0.90 x Contracted Capacity) = 450 MW
 - Shortfall in average power offered in a typical time block = 450-350 = 100 MW
 - Split of average power shortfall into RE and non-RE power (based on ratio submitted by the bidder) = 100 x 0.51 (for RE power) and 100 x 0.49 (for non-RE power), i.e., 51 MW (for RE power) and 49 MW (for non-RE power)
 - **Damages for shortfall in annual availability** = (Shortfall in average power offered in a time block split into RE and non-RE x no. of hours in the month x fixed tariff (Applicable Tariff for the corresponding Contract Year) applicable for RE and non-RE components x 1000) = $720 \times [(51 \times 4.20) + (49 \times (2.8+0.4+0.8))] \times 1000 = \text{Rs. 29,53,44,000/-}$

Similarly, damages for each month will be calculated for monthly availability data. The summation of all the monthly damages will be considered and compared with other damages namely, annual availability and availability during Peak hours (based on this illustration the same is $147672000 + 295344000 = \text{Rs. 44,30,16,000/-}$).

ii. Shortfall in annual Availability

- Average Power offered in a typical time block = (Average annual availability x Contracted capacity) = 324.17 MW
- Min. required average Power to be offered in a typical time block (@90% availability) = (0.9 x Contracted Capacity) = 450 MW
- Shortfall in average power offered in a typical time block = 450-324.17 = 125.83 MW

- Split of average power shortfall into RE and non-RE power (based on ratio submitted by the bidder) = 125.83×0.51 (for RE power) and 125.83×0.49 (for non-RE power), i.e., 64.1733 MW (for RE power) and 61.6567 MW (for non-RE power)
- **Damages for shortfall in annual availability** = (Shortfall in average power offered in a time block split into RE and non-RE x no. of hours in the year x fixed tariff (Applicable Tariff for the corresponding Contract Year) applicable for RE and non-RE components x 1000) = $8640 \times [(64.1733 \times 4.20) + (61.6567 \times (2.8+0.4+0.8))] \times 1000 = \text{Rs. } 4,45,95,76,262/-$

iii. Shortfall in annual peak hour Availability

- Average Power offered in a typical Peak Hour time block = (Average annual Peak hour availability x Contracted capacity) = 325 MW
- Min. required average Power to be offered in a typical Peak hour time block (@90% availability) = (0.90x Contracted Capacity) = 450 MW
- Shortfall in average power offered in a typical time block = $450 - 325 = 125$ MW
- Split of average power shortfall into RE and non-RE power (based on ratio submitted by the Bidder) = 125×0.51 (for RE power) and 125×0.49 (for non-RE power), i.e., 63.75 MW (for RE power) and 61.25 MW (for non-RE power)
- **Damages on account of shortfall in Peak hours availability** = (Shortfall in average power offered in a time block split into RE and non-RE x no. of hours in the year x fixed tariff (Applicable Tariff for the corresponding Contract Year) applicable for RE and non-RE components x 1000) = $1440 \times [(63.75 \times 4.20) + (61.25 \times (2.8+0.4+0.8))] \times 1000 = \text{Rs. } 73,83,60,000/-$

iv. Shortfall in annual offering of energy from RE sources

- Total RE offered (MWh) for the corresponding month = 1,08,000 MWh
- Total RE offered (MWh) for the year = (Summation of RE (MWh) offered for each month) = $108000 \times 12 = S = 12,96,000$ MWh
- Total energy offered during the year = (Summation of energy offered (MWh) for each month) = $233400 \times 12 = 28,00,800$ MWh

Minimum annual energy from RE sources committed at the time of bid submission = $A = 500 \times 8640 \times 0.51 \times 0.9 = 19,82,880$ MWh (assuming total hours in the year as 8640 hrs, and minimum ratio of energy from RE sources being submitted as 51% at 90% availability)

Considering the actual annual availability achieved in the year, i.e., 64.83%, the minimum annual energy to be supplied from RE, calculated on the above availability = $R = 500 \times 0.6483 \times 0.51 \times 8640 = 14,28,334.56$ MWh.

Since $A - S > R - S$ in this case, the shortfall calculated as $A - S$ will be applicable in this case.

- Thus, Shortfall in energy offered through RE in the year = $1982880 - 1296000 = 6,86,880$ MWh
- Damages due to shortfall in RE offered for the year = (Annual shortfall x Applicable RE Tariff x 1000) = $686880 \times 4.20 \times 1000 = \text{Rs. } 2,88,48,96,000/-$

As per the provisions of the RfS and PPA, maximum of the above four damages will be levied on the developer for the corresponding Contract Year

Note: The above illustration has been provided for a sample monthly data, based on assumptions as indicated. Actual calculations for liquidated damages will be made for the yearly data as per REA.

Tariff Escalation rates for bid evaluation
(as issued by CERC vide notification dated 18.04.2022)

Annual Escalation Rates for Bid Evaluation (for bid opening up to 31.03.2023)

Sr. No.	Description	Annual Escalation Rates for Bid Evaluation
1	Escalation rate for domestic coal	3.99%
2	Escalation rate for domestic gas	4.38%
3	Escalation rate for inland transportation charges for coal	
3.1	Up to 125 km distance	11.58%
3.2	Up to 500 km distance	8.49%
3.3	Up to 1000 km distance	7.87%
3.4	Up to 2000 km distance	5.98%
3.5	Beyond 2000 km distance	5.50%
4	Escalation rate for inland transportation charges for gas	0.61%
5	Escalation rate for imported coal	(-)-1.59%
6	Escalation rate for transportation of imported coal	(-)-2.86%
7	Escalation rate for imported gas	1.37%
8	Escalation rate for transportation of imported gas	(-)-2.86%
9	Discount rate to be used for bid evaluation	8.09%

Tariff Escalation rates for payment shall be applicable as issued by the CERC from time to time