Request for Selection (RfS) document
for
Selection of Hybrid Power Developers for setting up of 2000 MW ISTS-connected Wind-Solar Hybrid Power Projects in India
under Tariff-Based Competitive Bidding (SECI-Tranche-VII)

RfS No. SECI/C&P/IPP/13/0008/23-24 dated 23.10.2023

Tender Search Code on ISN-ETS: SECI-2023-TN000025

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

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. This RfS document has been prepared in good faith, and on best endeavour basis. Neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi Date: 23.10.2023

BID INFORMATION SHEET

The brief details of the RfS are as under:

<table>
<tr><td>(A)</td><td>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</td><td>Selection of Hybrid Power Developers for Setting up of 2000 MW ISTS-connected Wind-Solar Hybrid Power Projects in India under Tariff-based Competitive Bidding (SECI-Tranche-VII)</td></tr>
<tr><td>(B)</td><td>RfS NO. & DATE</td><td>SECI/C&P/IPP/13/0008/23-24 dated 23.10.2023</td></tr>
<tr><td>(C)</td><td>TYPE OF BIDDING SYSTEM</td><td><table><tr><td>SINGLE BID SYSTEM</td><td></td></tr><tr><td>TWO BID SYSTEM</td><td>Yes</td></tr></table></td></tr>
<tr><td>(D)</td><td>TYPE OF RfS/ TENDER</td><td><table><tr><td>E-TENDER</td><td>Yes</td></tr><tr><td>MANUAL</td><td></td></tr></table></td></tr>
<tr><td>(E)</td><td>COMPLETION/ CONTRACT PERIOD</td><td>As mentioned in RfS Document</td></tr>
<tr><td>(F)</td><td>DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)</td><td><table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>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</td></tr>
<tr><td>(G)</td><td>BID PROCESSING FEE</td><td><table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>Rs. 5 Lakh +18% GST for each project from 50 MW up to 90 MW
Rs. 15 Lakh + 18% GST for each Project from 100 MW and above,</td></tr>
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<table>
<tr><td></td><td></td><td>to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfS.</td></tr>
<tr><td>(H)</td><td>EARNEST MONEY DEPOSIT (EMD)</td><td><table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>
Amount: In line with Clause 16 of the RfS, to be submitted in the form of Bank Guarantee along with the response to RfS</td></tr>
<tr><td>(I)</td><td>PERFORMANCE BANK GUARANTEE</td><td><table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table></td></tr>
<tr><td>(J)</td><td>DATE, TIME & VENUE OF PRE-BID MEETING</td><td>Scheduled as per NIT on ISN-ETS portal and/or SECI website.</td></tr>
<tr><td>(K)</td><td>OFFLINE & ONLINE BID-SUBMISSION DEADLINE</td><td>As per NIT on ISN-ETS portal</td></tr>
<tr><td>(L)</td><td>TECHNO-COMMERCIAL BID OPENING</td><td>As per NIT on ISN-ETS portal</td></tr>
<tr><td>(M)</td><td>e-REVERSE AUCTION (e-RA)</td><td>Will be informed to eligible bidders.
Date and time of e-RA shall be intimated through email.</td></tr>
<tr><td>(N)</td><td>CONTACT DETAILS OF ISN-ETS Portal</td><td>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</td></tr>
<tr><td>(O)</td><td>NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)</td><td>Sh. Ajay Kumar Sinha
Additional General Manager (Contracts & Procurement)
Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023
Email : contracts@seci.co.in</td></tr>
</table>

(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. Abhisekh Srivastav Manager (C&P) Contact No.: 011-24666260 abhisekhsri@seci.co.in 4) Sh. Jayansh Gaur Dy. Manager (C&P) Contact No.: 011-24666281 jayansh.gaur@seci.co.in

I. 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.

II. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.

III. 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.

IV. 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 called "SECI") is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.

1.2 Ministry of Power (MoP) has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects" vide Gazette Resolution dated 21.08.2023. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long-term procurement of electricity through competitive bidding process, by the 'Procurers', from grid-connected Wind-Solar Hybrid Power Projects ('HPP'), having (a) individual size of 10 MW and above for projects connected to intra state transmission system; and (b) bid capacity of 50 MW and above for projects connected to inter-state transmission system. 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.

1.3 As part of the above Guidelines, SECI hereby invites proposals for setting up of ISTS-connected Hybrid Power projects in India, on Build Own Operate (BOO) basis for an aggregate capacity of 2000 MW. SECI shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of Wind-Solar Hybrid Power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA.

1.4 Power procured by SECI from the above Projects has been provisioned to be sold to the different Buying Entities of India. The details of Buying Entities shall be intimated at a later date. SECI shall, at its discretion, be entitled to substitute any DISCOMs with any entity in other States only for selling the power procured from the selected Bidders. SECI shall be an intermediary nodal agency for procurement of power supplied by the HPDs and sale of such power to the Buying Entity(ies) entirely on back-to-back basis, based on due performance by the HPDs as well as the Buying Entity(ies).

1.5 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.

1.6 Bidders who have already commissioned wind solar hybrid power plants or are in process of constructing such plants and have untied capacity may also participate under this RfS. In such case, they will be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commencement of Supply Date (SCSD). It is clarified that the Bidders who have already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or any State-owned Distribution Company (DISCOM), UtEIAs as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective project(s).

1.7 No separate Central Financial Assistance is envisaged for implementation of the Projects selected 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/HPD shall be governed by the RfS Documents/Agreement signed between SECI and the HPD for the package.

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 RfS 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 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 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.

2.7 SECI has issued this RfS in the capacity of "Intermediary Procurer" as defined in the aforementioned Guidelines. SECI may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify compliance of quality standards.

2.8 **INTERPRETATIONS**

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

3.1 Under this RfS, the Hybrid Power Developer (HPD) shall set up ISTS-connected Wind-Solar Hybrid Power Projects, including the dedicated transmission network up to the Interconnection/Delivery Point(s), with the primary objective of supplying Wind-Solar Hybrid 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(s), along with obtaining connectivity and necessary approvals and interconnection with the ISTS network/STU or InSTS Network (as applicable) for supply of power to SECI, will be under the scope of the HPD. For the purpose of STU interconnection, HPD may install the Project in the same State where the Buying Entity is located.

3.3 The Projects to be selected under this scheme provide for deployment of Wind-Solar Hybrid Power Technology. However, the selection of Projects would be technology agnostic.

4 Total capacity offered

4.1 Selection of Wind-Solar Hybrid Power Projects for a total Contracted Capacity of 2000 MW will be carried out through e-bidding followed by e-Reverse Auction process.

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 **50 MW** and a maximum quantum of **1000 MW**, in the prescribed formats. The cumulative Contracted Capacity shall be quoted in integral values.

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 Contracted Capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to **1000 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 at the locations chosen by the Bidder/HPD at its own discretion of and cost, risk and responsibility. However, Project location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS.

6.2 In case the HPD wishes to set up more than one Project, then the Projects would need to be physically identifiable with separate injection points, control systems and metering arrangement.

6.3 Project Configuration:

a. The term "Project" shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project Capacity or the Installed Capacity as quoted by the Bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).

b. The Hybrid Power Projects are required to be designed for inter-connection with transmission network of the ISTS at voltage level of 220 kV or above. However, for STU/InSTS connected project, voltage level may be as per the concerned State Regulations. Following points are to be noted in this regard:

i. The minimum Project size of a single Hybrid Power Project shall be 50 MW to be interconnected at an ISTS Delivery Point. However, for STU/InSTS connected Projects, minimum Project size interconnected at a single Delivery Point shall be 10 MW and above.

ii. Under this RfS, a Hybrid Power Project shall mean a Project comprising two 'components' - one Solar and one Wind Power Project. The rated capacities of both the solar and wind components shall be at least 33% of the Contracted Capacity, to qualify the Project as a Hybrid Project under the Guidelines. It is further clarified that the criteria of a solar/wind component meeting minimum 33% of the Contracted Capacity of the Project will be examined based on the rated AC capacity declared by the Bidder for the corresponding component of the Project. The sum of the rated installed capacities of Solar and Wind power components as committed by the Bidder/HPD shall be more than or equal to the Contracted Capacity.

For example, in case the Contracted Capacity of a Project is 100 MW, the rated capacities of both Wind and Solar components shall be minimum 33 MW each.

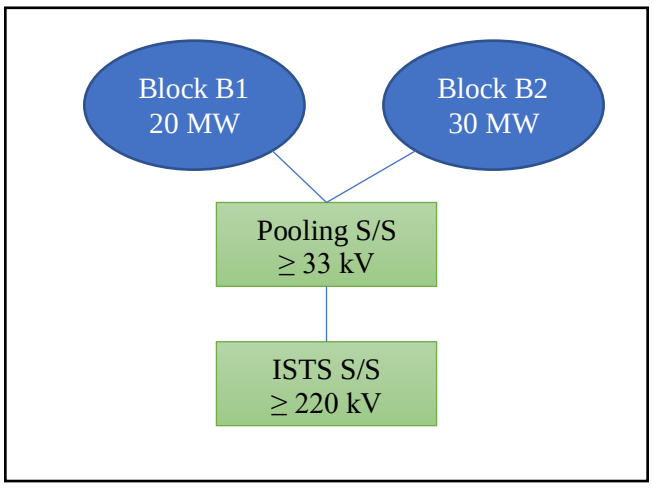
Note: In the interest of utilizing the optimization potential offered by hybridization of the two components, the HPD is free to declare the rated Contracted Capacity of the Hybrid Power Project irrespective of the rated capacities of the Solar and Wind project components.

For avoidance of any doubt, it is hereby reiterated that the Contracted Capacity of the Hybrid Project does not necessarily have to be the arithmetic sum of the rated installed capacity of the two components. However, the requirements as indicated above, regarding the minimum installed rated capacity of each of the components shall be strictly adhered to, failing which, the Project shall not be eligible for Commencement of supply of power under the RfS.

iii. The solar Project component may also be sub-divided into a number of 'blocks', being set up at multiple locations, if required. However, such blocks for a single solar Project component shall be located within the same State. The minimum voltage level for a single block shall be 33 kV. These individual blocks shall be pooled at a minimum voltage level of 33 kV, at a 'pooling station'. It may be noted that the said pooling station will have a different meaning than the Pooling Substation as defined in the RfS. A single transmission line shall connect the above pooling substation to the 'sub-pooling' substation as defined in Clause 7.

One of the possible configurations of a solar Project component having separate locations for each block, is illustrated below, for elaboration:

PROJECT CAPACITY: 50 MW



iv. The HPDs shall demonstrate the rated capacities of each component separately at the input side of the Sub-Pooling Substation, in line with the Commencement of Supply of Power procedure as notified by SECI.

v. For each Project, the Project configuration, i.e. the Installed Capacity proposed, 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 subsequent to issuance of LoAs until the date as on 30 days of issuance of LoAs. Also, any change in Delivery Point is allowed upto 12 months after Effective Date of the PPA for the Project

6.4 The HPDs are free to change the Project location and/or Delivery Point upto the date as on 12 months after Effective Date of the PPA. The above change in Delivery Point shall be allowed by SECI only in case the scheduled commissioning date of the ISTS-substation of the proposed revised Delivery Point is on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking

approval from SECI by the HPD. Implications of any delay in obtaining connectivity and subsequently, commencement of supply of power on account of the above, will be borne by the HPD.

7 Connectivity with the Grid

7.1 The Project should be designed for interconnection with the ISTS/InSTS in accordance with the prevailing CERC/SERC regulations in this regard. For interconnection with the grid and metering, the HPD 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. It may be noted that any reference to Interconnection Point being an ISTS network shall also include an InSTS/STU network in the RfS, PPA and PSA documents, as the context so desires.

7.2 The responsibility of getting the ISTS connectivity shall entirely be of the HPD and shall be at the cost of the HPD, in line with applicable regulations. With 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 HPD at its own cost. In case a HPD is required to use InSTS to bring Hybrid 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 shall be responsibility of the HPD, to be undertaken entirely at its cost and expense.

7.3 The arrangement of connectivity can be made by the HPD through a dedicated transmission line up to 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 HPD.

7.4 The HPD 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, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as well as other Rules/Regulations issued by CERC/CEA and as amended from time to time. It is further clarified that the Entities (HPD and Buying Entity) as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligation as notified in the procedure, irrespective of the provisions of the RfS, PPA and PSA. The Projects shall also comply with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, including subsequent amendments and clarifications issued thereto.

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 CTU on its website, https://www.ctuil.in/renewable-energy, 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 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 ISTS substation through a common transmission line subject to the following conditions:

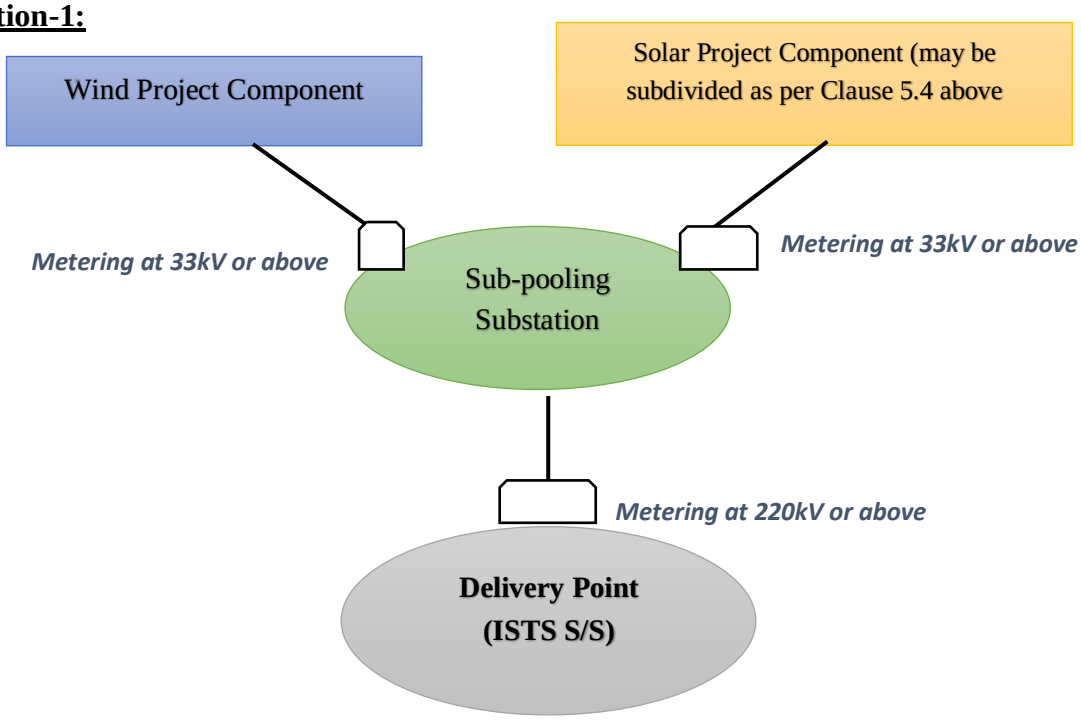
i. Acceptance of such an arrangement by CTU/ RLDC.
ii. Energy injected by each Project will be recorded and jointly signed by respective HPDs and copies of the same will be submitted to SECI/CTU as required.
iii. The energy accounts are divided and clearly demarcated for the power supplied by the Project 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 HPDs who share such a Pooling arrangement, based on their monthly generation.

7.7 The HPD 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 power from the Project as per the applicable regulation shall be the responsibility of the HPD and any financial implication on account thereof shall be borne by the HPD. In order to remove potential discrepancies and ambiguities, the HPDs 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 HPD for its early rectification without any liability on SECI. The HPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

7.8 **Some of the suggested configurations of the Project for interconnection with the Grid, subject to the prevailing provisions in the respective States, are provide as follows:**

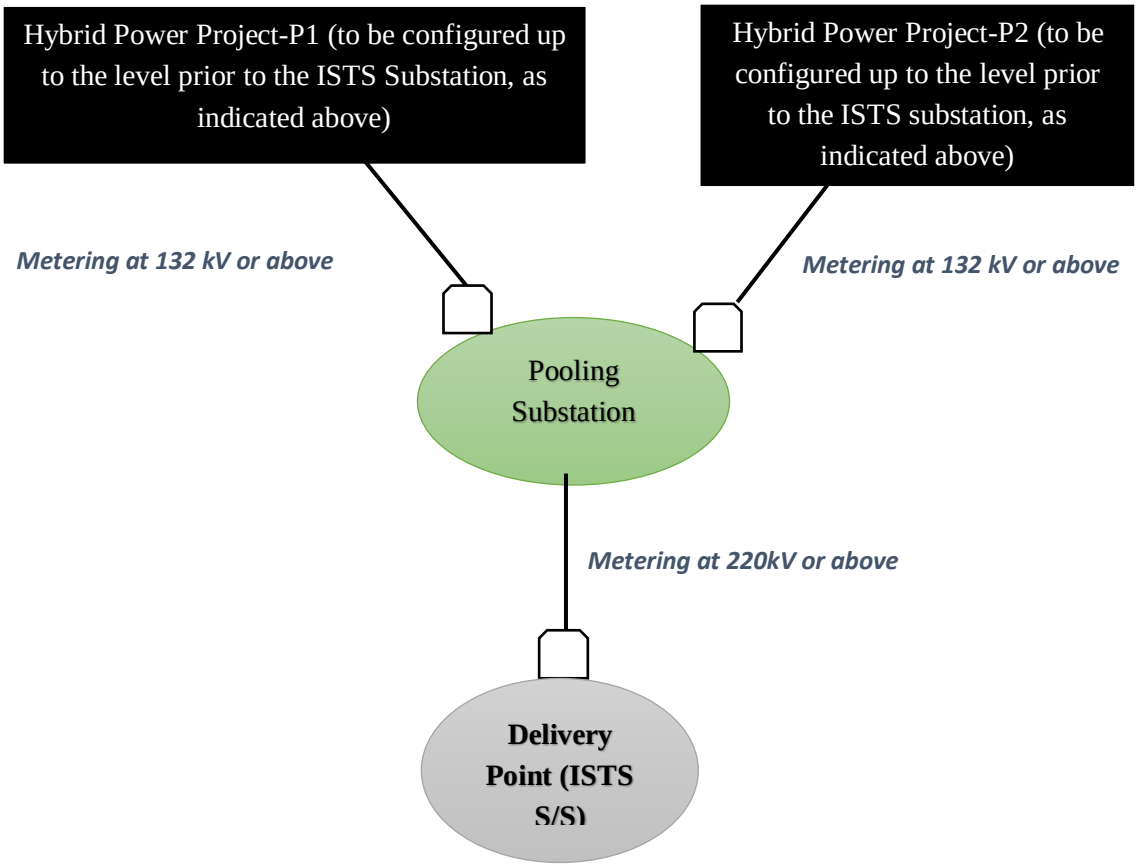
Note: Options 1 and 2 provided below are applicable only for Projects where the individual project components (Solar PV modules and wind turbines) are co-located.

Option-1:



The above configuration shall constitute a single Hybrid Power Project.

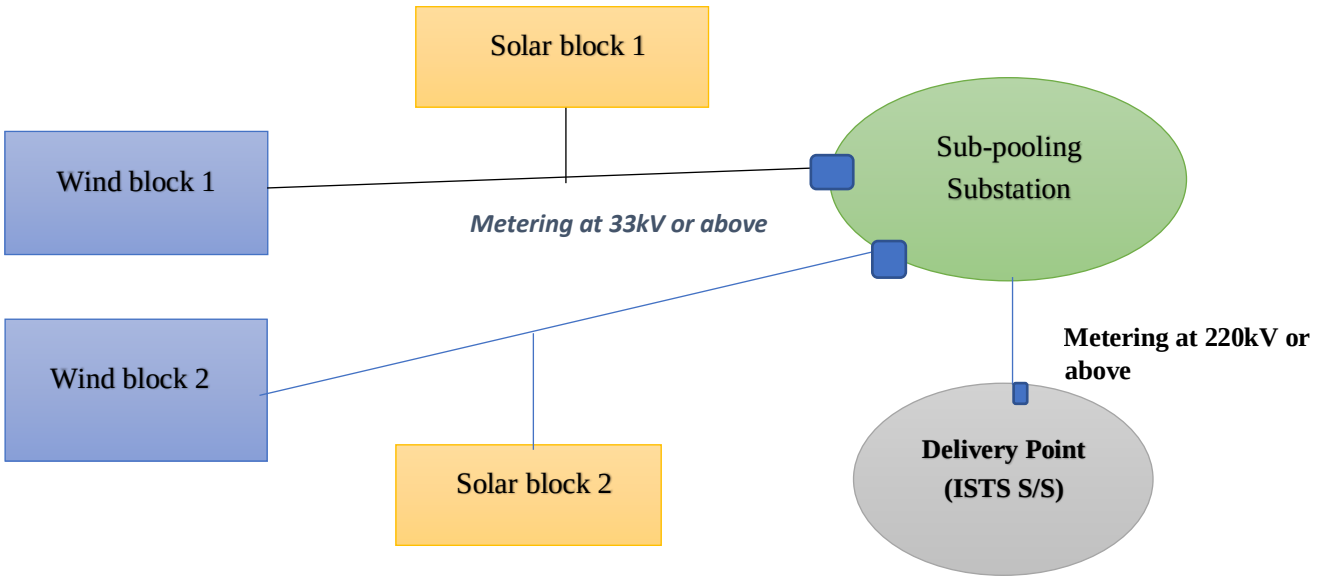
It is reiterated that the 'sub-pooling station' as indicated in Option-1 above, is different than the Pooling Substation as defined in Section-6 of the RfS. The Pooling Station as defined in the RfS shall construe the following configuration:



It is to be noted that, notwithstanding the Project configuration, waiver of ISTS-charges and losses shall be applicable for the power being injected into the grid only up to the Contracted Capacity.

For Project components injecting power at multiple points in the grid, at any given instance of power injection in the grid, the waiver of ISTS charges and losses shall be limited upto the Contracted Capacity as per the PPA, after adding up the power being injected at individual points under a single Project.

Option-2: It may be noted that sub-pooling of wind and solar power from the respective components may also be achieved on 'cluster-basis', prior to the Delivery Point, i.e., there can be more than one Sub-pooling Substations, pooling multiple smaller groups of solar and wind components, where hybridization of power takes place. However, any such hybridization of power shall mandatorily be achieved prior to injection of power into the Delivery Point. Further, at each Sub-pooling Substation, individual meters accounting energy injected from solar and wind power components. The ESS component must be included as part of the Solar or Wind Generation components, prior to the Metering Point. It is clarified that DC-DC coupling of the components may also be opted for by the HPD. One of such combinations is proposed as follows:



7.9 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by HPD as per provisions of PPA. Metering arrangement for the Project shall have to be adhered to in line with relevant provisions of the PPA

7.10 Pursuant to Clause 7.6 above, the Buying Entity will be responsible for obtaining General Network Access (GNA), and shall bear 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 HPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days after the date of tariff adoption by the Appropriate Commission, and shall furnish copies of the application, complete in all respect, to SECI within 15 days of date of filing of application. HPD 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.

7.12 The HPD has to follow the timelines mentioned in the GNA regulation with respect to connectivity. In case the connectivity gets revoked due to non-compliance of HPD, in such case the capacity may not be off-taken and HPD will keep SECI/Buying Entity indemnified from any losses; further, the HPD shall be liable for any penalty for non-performance as specified in the RfS/PPA.

After fulfilling the compliances, in case the HPD fails to obtain the part/full connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the HPD to SECI. In such case the HPD will be allowed for another 30 days for applying connectivity from the date of rejection by the CTU.

8 Energy Supply by the Hybrid Power Developer

8.1 Criteria for Energy Supply

The Bidders will declare the annual CUF of their Projects at the time of submission of response to RfS in the Covering Letter as per Format 7.1, and the HPDs will be allowed to revise the same once within first three years after SCSD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than **30% (thirty percent).** HPD shall maintain energy supply so as to achieve annual supply corresponding to CUF not less than 90% of the declared value (i.e., Minimum CUF) and not more than 120% of the declared CUF value (i.e., Maximum CUF), during the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-supply on account of Force Majeure. For the first year of operation of the Project, the above limits shall be considered for the complete year after the date of commencement of power from the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, these limits shall be considered for the complete year before the expiry of the PPA. The Buying Entity shall use the hybrid power for fulfillment of wind and other RPO in the proportion of rated capacity of wind and solar power in the hybrid project respectively.

8.2 Shortfall in Energy Supply

If for any Contract Year, it is found that the HPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the HPD, on account of reasons primarily attributable to the HPD, such shortfall shall be dealt as per the applicable provisions of the PPA.

9 Commencement of Power Supply

9.1 Project commissioning and declaration of Commercial Operation Date (COD) shall be governed by the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the HPD proposing the Project, or its part (including single component), for trial run or repeat

of trial run shall give a notice of not less than seven (7) days to the concerned RLDC, Buying Entity(ies), and SECI. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required.

9.2 The HPD shall submit requisite documents as mentioned below, at least 30 days prior to trail run of the Project –

i. Intimation regarding the proposed timeline for commencement of supply of power from the Project.

ii. Copy of CON-4 report submitted to CTU.

iii. CEI/CEIG (as applicable) report containing approval for all the components, including modules, WTGs, inverters, transformers, Transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the HPD to obtain the certificate.

iv. Approval of Metering arrangement/scheme from CTU/GRID INDIA/ any other concerned authority as applicable

v. Plant Layout, Plant (AC & DC) SLD

vi. Affidavit certifying that the HPD has obtained for all the necessary approvals for commencement of power supply from the Project, and indemnifying SECI against any discrepancies in the above details.

vii. Affidavit from the HPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying SECI against any discrepancies in the above details.

viii. Documents to establish the compliance of technical requirement as per PPA/RfS

ix. Invoices against purchase of the solar modules, WTGs, Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of solar modules, WTGs and inverters at site along with certified summary sheet by the authorized signatory.

x. In addition to the above, the HPD shall provide coordinates of WTGs, KML files for the Solar PV component (specifying each block), details of energy storage systems, if any, RLMM/ALMM certificates (as applicable), insurance documents of Project, online monitoring facility as stated vide Clause 7, Annexure-B, of the RfS.

9.3 Prior to commencement of power supply under the PPA, the HPD shall be required to demonstrate installation and COD of rated capacities of Wind and Solar PV components on pro-rata basis, pertaining to the Contracted Capacity (part/full) being proposed to commence power supply. In other words, it is clarified that commissioning/COD of a single component or having a composition lower than the above required percentage, shall not construe commencement of power supply from the Hybrid Project.

9.4 Based on the declaration of commissioning/COD of Project components as submitted by the HPD, Contracted Capacity to be declared as having commenced power supply under the PPA (part/full) shall be calculated as follows:

Commissioned Capacity = Least of $\left(\frac{A}{S} \times C\ ,\ \frac{B}{W} \times C\right)$

where, C: Contracted Capacity (MW) awarded to the HPD;

S: Rated capacity (MW) of Solar PV component as per LoA (or revised rated capacity in line with Clause 20.1 of the RfS);

W: Rated capacity (MW) of Wind component as per LoA (or revised rated capacity in line with Clause 20.1 of the RfS);

A: Installed capacity (MW) of Solar PV component; and

B: Installed capacity (MW) of Wind component. It is clarified that SECI shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the HPD shall be required to obtain No-objection certificate (NoC) from SECI prior to declaration of commissioning/COD of the Project.

SECI's scope will be limited to verifying the installation of rated capacity(ies) of the Project as per the COD certificate submitted by the HPD, this verification will be at SECI's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by SECI. Prior to declaration of commencement of power supply, the HPD shall submit COD certificate for the corresponding Installed Capacity to SECI as part of the requisite documents.

The date of onset of commercial offtake of power by SECI/Buying Entity shall be determined as the date of commencement of power supply under the RfS/PPA.

9.5 **Part-commencement of power supply**

Part-commencement of power supply from the Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of first part shall be 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, in case of ISTS Projects, minimum capacity for acceptance of commencement of supply of power shall be at least 50 MW. The projects can further commence supply of power in parts of at least 10 MW capacity; with last part as the balance capacity.

In case of part commencement of power supply under the PPA, it shall be mandatory to demonstrate commencement of power supply from both solar and wind capacities in proposed ratio on pro-rata basis, otherwise the Project shall not be considered to have commenced power supply under the PPA. In other words, it is clarified that commencement of supply of power of a single component or having a composition lower than the above required percentage, shall not construe part-commencement of power supply from the Hybrid Project.

However, the SCSD will not get altered due to part- commencement of supply of power. Irrespective of dates of part-commencement of power supply, the PPA will remain in force for a period of 25 years from the SCSD.

9.6 **Commencement of Supply schedule and Penalty for Delay in Commencement of Power Supply**

a. The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity 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 07.01.2024, then SCSD shall be 07.01.2026).

b. The maximum time period allowed for commencement of power supply from the full Project capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD (if applicable).

c. In case of delay in commencement of supply of power beyond the SCSD until the date as per Clause 9.2.b above, as part of the penalty, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Project of 240 MW capacity, if commencement of power supply from 100 MW capacity is delayed by 18 days beyond the SCSD, then the penalty shall be calculated as: PBG amount X (100/240) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.

d. In case of delay in commencement of power supply beyond the date as per Clause 9.2.b above, the following shall be applicable:

   i. The Contracted Capacity shall stand reduced to the capacity that has commenced supply of power until the date as per Clause 9.2.b. above, and PPA for the balance Contracted Capacity will stand terminated.

   ii. The HPD shall be debarred from participating in bids issued by any procurer, or any intermediary procurer as defined in the Guidelines, for the following period:

      - For one year, in case of first default.
      - For not less than 2 years, and not more than 3 years for second and any subsequent defaults.

   Starting date of the above debarment period shall be the date of debarment as notified by SECI.

10 Delay in Commencement of power supply on account of Delay in GNA Operationalization

10.1 The responsibility of obtaining General Network Access (GNA) shall be of the Buying Entity prior to commencement of supply of power from the Project. For sale of power to SECI from SCSD, 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 SCSD of the Project, and it is established that:

i. The HPD has complied with the complete application formalities as per Clause 7.5 above and as per the Detailed Procedure as issued by the CTU,

ii. The HPD 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 HPD;

The above shall be treated as delays beyond the control of the HPD and SCSD for such Projects shall be revised as the date as on 60 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 commencement of power supply from the Project due to reasons beyond the reasonable control of the HPD, SECI may extend the SCSD after examining the issue on a case-to-case basis.

Further, in case of delay in commencement of power supply from the Project on account of reasons solely attributable to the HPD, resulting in any liquidated damages/penalty levied on the Buying Entity including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the HPD.

11 Early Commencement of Supply of Power

11.1 The HPD shall be permitted for full as well as part-commencement of power supply from the Project even prior to the SCSD. Early commencement of power supply under the PPA will be allowed solely at the risk and cost of the HPD, and first right of refusal for offtake of such power will be vested with the Buying Entity. In case the Buying Entity refuses to buy such power, the right of refusal shall be vested with SECI. In case SECI/Buying Entity agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff plus SECI's trading margin.

In case SECI does not agree to purchase such energy, early part/full commencement of power supply shall still be allowed and the HPD will be free to sell such energy to a third party until SCSD or the date of commencement of procurement of power from the Project as notified by SECI/Buying Entity, whichever is earlier. Such intimation regarding consent to procure energy from early commencement of supply shall be provided by SECI/Buying Entity within 15 days of receipt of the request being made by the HPD, beyond which it would be considered as deemed refusal. The 15-day period will be applicable separately for SECI and the Buying Entity.

11.2 In case of multiple Project components, and if one or more such component (wind, solar PV) is ready for injection of power into the grid, but the remaining component is unable

to commence supply of power, the HPD will be allowed to commence power supply from such component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with the Buying Entity. Subsequent to refusal of such power by the Buying Entity, the right of refusal shall vest with SECI. In case Buying Entity/SECI decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 75% of the PPA Tariff. Following should be noted under this scenario:

In case the Buying Entity procures such power through SECI, trading margin of 7 paise/unit will be applicable on such power procurement and other terms and conditions of power procurement may be in reference of the PPA&PSA on back to back basis. The above scenario does not qualify under the provisions of Part/Early Commencement of power supply under the RfS, PPA and PSA. This is a special scenario wherein in case one or more project component is ready, the power supply from such component is not wasted. The above scenario will be applicable until the HPD is ready to commence power supply as per the provisions of Clauses 9 and 11.1 of the RfS.

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 - A). 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 interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable Cost of RfS document and Bid 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. Upon making the necessary payments, the prospective Bidders shall immediately write to SECI (mailing to *finance@seci.co.in*), providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), to enable seamless issuance of payment invoices for taxation purpose. SECI will not be liable for any delay in issuing necessary invoices in this regard.

Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee/Payment on Order Instrument against 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 RfS Document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSME.

14 Project Scope & Technology Selection

Under this RfS, the HPD shall set up the Project including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or dedicated transmission network up to the Interconnection/ Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the HPD. The Projects to be selected under this scheme provide for deployment of wind-solar hybrid power technology. However, the selection of Projects would be technology agnostic.

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

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

a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
b. Forest Clearance (if applicable) for the land for the Project.
c. HPDs setting up projects in vicinity of Air Force bases/ aerodromes, are advised to apply for necessary MoD clearances for all WTGs proposed to be installed in Project 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 HPD 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 commencement of power supply from the Project, if sought by SECI. In case of any of the clearances as indicated above being not applicable for the said Project, the HPD shall submit an undertaking in this regard, and it shall be deemed that the HPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the HPD. The HPD 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 HPD 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 HPD to remain updated about the applicable charges payable to the SNA under the respective State Policy.

Note: The HPD 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 HPD 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.

16 *Earnest Money Deposit (EMD)*

Based on the cumulative Installed Capacity committed by the Bidder as part of its response to RfS, Earnest Money Deposit (EMD) shall be submitted as per the following formula:

Earnest Money Deposit = [INR 9,28,000 x Rated cumulative Installed Capacity of Solar PV component (MW) + INR 12,64,000 x Rated cumulative Installed capacity of Wind component (MW)].

The EMD shall be submitted in the form of Bank Guarantee according to Format 7.3A and valid for 12 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.

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

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the EMD 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.

16.2 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.

16.3 **Forfeiture of EMD:**

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

a. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;

b. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 20 of the RfS or does not execute the PPA within the stipulated time period;

c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;

d. If the Bidder fails to furnish required Performance Bank Guarantee/POI in accordance with Clause 17 of the RfS.

16.4 **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 7.3 B of the RfS, within the timelines as per Clause 16.1 above, for the amount and validity period as per those Clause 16.1 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".

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

17.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value determined as per the following formula:

Performance Bank Guarantee = [INR 23,20,000 x Rated Installed Capacity of Solar component (MW) + INR 31,60,000 x Rated Installed capacity of Wind component (MW)].

For example, in case of a Contracted Capacity of 600 MW comprising the following break up of Installed Capacity: Solar: 400 MW, Wind: 500 MW, the PBG amount applicable will be: Rs. [(23.20 x 400) + (31.6 x 500)] Lakhs, i.e. Rs. 25,080 Lakhs (i.e. INR 2,50,80,00,000).

PBG shall be submitted by the Bidders 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 SCSD. On receipt and after successful verification of the total PBG/POI in the acceptable form, the BG/POI 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 HPD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of PPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the HPD prior to expiry of validity of the PBG.

17.2 Since the PBG is linked to the Installed Capacity of the Project, and the same is allowed to be modified subsequent to issuance of LoA, in case of enhancement/reduction in the Installed Capacity until the date as per Clause 6.3 (v) above, for which modified connectivity is granted for the Project, the HPD will be required to submit the revised PBG corresponding to the revised Installed Capacity prior to commencement of supply of power from the Project(s).

17.3 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.

The PBGs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG 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, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.

17.4 The HPD 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 35.3 of the RfS.

17.5 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.

17.6 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.

17.7 The Selected Bidder for the Project selected based on this RfS, is required to sign PPA(s) with SECI within the timeline as stipulated in Clause 20 of the RfS. In case, SECI offers to execute the PPA(s) with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 20 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 penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/HPD agrees that in case of invocation of BG, SECI is under no obligation to produce any estimate of loss in this regard.

17.8 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.

17.9 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/HPDs. 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.

17.10 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.

17.11 After the bidding process is over, SECI shall release the Bank Guarantees/POI towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction (e-RA). The PBG of HPDs shall be returned to them, immediately after successful SCSD of their projects as per Terms of PPA, after taking into account any penalties due to delays in SCSD as per Clause 9 and 10 of the RfS.

17.12 **Payment on Order Instrument (POI):**

As an alternative to submission of PBG as above, the HPD 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 17.1 above, for the amount and validity period as per those Clause 17.1 above. In case the HPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 17.1 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)".

18 Success Charges & Payment Security Mechanism (PSM) Charges

18.1 **Success Charges:** The Selected Bidders shall have to pay Success Charges @ INR 1,00,000/MW (Indian Rupees One Lakh only/MW) + 18% GST, corresponding to the Installed Capacity committed as per the PPA to be signed, to SECI towards administrative overheads, project monitoring activities, coordination with State Authorities and others including the DISCOM/STU/CTU, etc. 1st installment of the Success Charges, i.e. 50% of the above amount shall be paid to SECI within 30 days after issuance of LoA, and remaining 50% amount (i.e. the 2nd installment of the Success Charges) shall be paid prior to signing of PPA (PPA signing date to be intimated by SECI). For the second installment, the due date shall be the date as intimated by SECI, which shall be at most 7 days prior to signing of PPA. The payment has to be made by the HPD in the form of DD/ Pay Order/ NEFT/ RTGS mode. In case of modification in Installed Capacity prior to signing of PPA, the 2nd installment of Success Charges will be calculated based on the revised value of the total Success Charges calculated @Rs. 1,00,000/MW + 18% GST of the revised Installed Capacity.

Any delay in depositing the said amount to SECI as mentioned above within the stipulated timelines shall attract late payment charges @18% per annum+18% GST,

levied on per day basis, on the respective installments, until (and including) the date of payment of such installment, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of full amount 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.

Any revision in installed capacity further shall also be reflected in commensurate revision in Success Charges payable to SECI. The enhancement in Success charges, if any, shall be paid prior to commencement of power supply from the Project(s).

18.2 **Payment Security Mechanism (PSM) Charges:** As part of the Payment Security Mechanism as brought out in the PPA, to be eligible for coverage from the PSM, the HPD will undertake to pay PSM Charges @Rs. 0.02/kWh to SECI, by offering a commensurate discount in the monthly tariff payment being made by SECI.

19 Integrity Pact (IP)

In respect of this RfS, 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 the Selected Bidder, as per Format 7.11. The names of Independent External Monitor(s) (IEMs) who have been appointed by Employer, i.e. SECI, 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, i.e. the HPD, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designated 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)11-24666200
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.

20 Power Purchase Agreement (PPA)

20.1 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 HPD is available on ISN-ETS Portal and also in SECI website. The PPA may be signed within 90 days from the date of issue of Letter of Award (LoA) or any other date as decided by SECI from time to time. PPA(s) will be executed between SECI and selected bidder or its SPV separately for each Project(s).

Note: PPA will be executed between SECI and the HPD as per the breakup of the cumulative Contracted Capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative contracted capacity quoted, in the Covering Letter (Format 7.1), and this breakup may be changed by the HPD subsequent to issuance of LoA up to the date as on 30 days from issuance of LoA.

Further at the time of bid submission, 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, as per Appendix-I and II of the Covering Letter (Format-7.1). For an individual Project, any modification in the rated capacities of wind and solar components in the Project, shall be intimated to SECI within 30 days of issuance of LoAs. In case of such modification, along with the intimation of modification, the successful bidder shall provide a revised tentative hourly generation profile as mentioned above as per Appendix-I and II of the Covering Letter (Format-7.1).

Both the above parameters will remain unchanged, thereafter. Delay in meeting the PPA timelines 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).

20.2 The PPAs shall be valid for a period of 25 years from the SCSD. The HPDs are free to operate their Projects after expiry of the 25 years of PPA period if other conditions such as land lease, GNA etc., permit.Any extension of the PPA period beyond 25 years shall be through mutual agreement between the HPD, Buying Entity and SECI, 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.

20.3 The Performance Bank Guarantee as per Clause 17 above and Success Charges as per Clause 18 above, shall be submitted by the HPD prior to signing of PPA. Before signing of PPA between SECI and the HPDs, 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 HPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

20.4 Successful Bidders will have to submit the required documents for PPA signing 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 90 days from the date of issue of LoA. Subsequent to expiry of the 90-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.

20.5 SECI will be obliged to buy the entire power as per generation schedule, to be provided by the HPDs subject to limitations as per the PPA, required under grid regulations. However, the HPDs are required to achieve energy supply within the minimum and maximum CUF limits as stipulated in clause 8.1.

20.6 Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the HPD and SECI, will be executed by SECI with the Buying Entities for sale of power to Buying Entities, with the Buying Entities assuming all the obligations of SECI under the PPA. SECI's obligation to HPD under the PPA shall also be on the back to back basis as provided in the PPA and the corresponding PSA. Various provisions provided in the SECI- HPD PPA shall mutatis mutandi apply to PSA between SECI and Buying Entity, however, PSA signed with Buying Entities could be in elaborated form or in short form as per consultation done with Buying Entities.

20.7 The HPDs will be free to repower their Projects from time to time during the PPA duration at its own risk and cost, pursuant to Clause 8.1 above. However, SECI/Buying Entities will be obliged to buy power only upto the Contracted Capacity as per the PPA.

20.8 In addition to the above, subsequent to signing of PPA, the HPD shall be required to submit the monthly Project status on 5th day of every calendar month as per Annexure-C of the RfS.

20.9 In case, the Project is ready for part/full commencement of supply of power but the PPA has not been signed, No-objection Certificate (NoC) may be issued to HPD (if sought by HPD) for third Party sale of power from the Project until signing of PPA.

21 Shareholding by the Project Promoter

21.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the HPD shall provide information about its promoter and their shareholding in the Company before signing of PPA with SECI.

21.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as change in shareholding as mentioned above:

i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
iv. Transfer of shares within the members of Immediate Promoter Group only.
v. Transfer of shares to IEPF.
vi. Issue of Bonus Shares.

21.3 In case of the successful Bidder itself executing the PPA, it shall ensure that its promotors 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 until 01 (one) year after the SCSD, except with the prior approval of SECI.

21.4 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 01 (one) year after SCSD.

21.5 In case of Project being executed through SPVs, the Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the SCSD, except with the prior approval of SECI. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after SCSD, except with the prior approval of SECI. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) years from the SCSD, except with the prior approval of SECI.

21.6 Any change in the shareholding after the expiry of 01 year after SCSD can be undertaken under intimation to SECI.

21.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI.

22 Instructions to Bidders for Structuring of Bid Proposals in Response to RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – A. 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/POI 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 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. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9** (to be filled out separately for each Project).

x. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.10**.

xi. 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/ Wind-Solar Hybrid 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/Wind-Solar Hybrid 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 2022-23, or 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), shall be required to be submitted.

v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

xii. Covering letter of the Financial bid as per **Format - 7.11.**

xiii. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.12** (separately for each project).

23 Important Notes and Instructions to Bidders

23.1 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.

23.2 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 20 of the RfS.

23.3 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.

23.4 If the event specified at 23.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

23.5 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 17 of the RfS.

23.6 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.

23.7 The response to RfS shall be submitted as mentioned in Clause 22 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.

23.8 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 Techno-commercial bid.

23.9 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.

23.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

23.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.

23.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.

23.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

23.14 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.

23.15 The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between HPD

and SECI as well as SECI and Buying Entity(ies). Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

23.16 All the financial transactions to be made with SECI including success charges, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

24 Non-Responsive Bid

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

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

(a) Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
(b) 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 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.

25 Method of Submission of Response to RfS by the Bidder

25.1 Documents to be Submitted Offline

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

a. 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, or individual EMDs may be submitted for each Project.

b. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

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

Bank Guarantee/POI against EMD 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 22.10.2023, the above deadline will expire at 18:00 hrs on 24.10.2023. 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 Hybrid Power Developers for Setting up of 2000 MW ISTS-connected Hybrid Power Projects in India under tariff-based Competitive Bidding (SECI-Tranche-VII)	
Cumulative Capacity of the projects applied for	_____ *MW*
No. of Projects Bid for	
RfS Reference No.	SECI/C&P/IPP/13/0008/23-24 dated 23.10.2023
Submitted by	*(Enter Full name and address of the Bidder)*
Organization ID (OID) on ETS portal	*(Enter the OID through which the Bid has been submitted online on ETS portal)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	**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. 011-24666200** **Email - contracts@seci.co.in**

25.2 **Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-A. 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/ 7.3 B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, and 7.9 as elaborated in Clause 22 of the RfS.

(b) All attachments elaborated in Clause 22 of the RfS, under the sub-clause x: Attachments, with proper file names.

(c) All supporting documents regarding meeting the eligibility criteria.

(d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.

(e) Scanned Copies of requisite amount of Bank Guarantee/ Payment on Order Instrument 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 23.8, and Annexure-A, 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)

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

(a) Covering letter as per Format - 7.10 of the RfS

(b) Preliminary Estimate of Cost of Hybrid Power Project as per Format 7.11 of the RfS.

Only a single tariff bid for all the Projects applied for, 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 envelops mentioned above, in any manner.

(b) In each of the envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.

(c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

(d) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SECI within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder. In such cases, Bid Processing fee and cost of RfS document, if paid by the Bidder, will not be refunded to the Bidder.

(e) In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to SECI), the respective amounts paid to SECI will be refunded without any interest payment, to the respective Bidder.

26 Notice Board for Display

The HPD 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 commencement of power supply under the PPA.

___ MW ISTS-Connected Hybrid Power Project(s)

Owned and operated by

---------- (insert name of the HPD)

[Under RfS for Selection of Hybrid Power Developers for setting up of 2000 MW ISTS-Connected Hybrid Power Projects under Tariff-based Competitive Bidding (SECI-Tranche-VII)
by Solar Energy Corporation of India Limited]

Village: ……, Tehsil…….., District…….., State……

27 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.

28 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.

29 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

29.1 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.

29.2 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. In the event of the issuance of any revision or amendment of the RfS documents, the Bidders shall be provided a period of at least 7 days therefrom, for submission of bids.

29.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).

30 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 subsequent to bid submission and prior to issuance of LoAs, the processing fee, without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

Note: In the event of cancellation of LoAs prior to signing of PPAs, bid processing fee will not be refunded. In case SECI is unable to sign PPA for the awarded capacity on account of reasons not attributable to the Successful Bidder, the 1st installment of the Success Charges paid by the Successful Bidder will be refunded by SECI. However, in case PPA is eventually not signed on account of reasons attributable to the Successful Bidder, the 1st installment of Success Charges paid by the HPD will not be refunded by SECI.

31 Post Award Compliances

Timely completion of all the milestones i.e. signing of PPA, commissioning, commencement of power supply, etc. will be the sole responsibility of HPD. SECI shall not be liable for issuing any intimations/ reminders to HPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with HPD 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 HPD.

32 Points of Contact in SECI

Following officers/departments are to be contacted by the bidders/HPDs based on the stage of bidding and project implementation under this RfS:

i. Bid submission upto issuance of LoA:-

   a. Details as per Bid Information Sheet

ii. Subsequent to issuance of LoA upto SCSD:-

   a. Power Systems Division

Sh. P Venkatesan DGM	Phone (Off): 011-24666232 *venkatesan@seci.co.in*
Sh. A K Naik General Manager	Phone (Off): 011-24666215 *aknaik@seci*.co.in

   b. Power Trading Division

Sh. Tarun Mukhija Manager	011-24666266 tarun.mukhija@seci.co.in
Sh. Sanjeev Singh DGM	011-24666230 sanjeev@seci.co.in
Sh. Atulya Kumar Naik General Manager	011-24666215 aknaik@seci.co.in

iii. Subsequent to SCSD:-

Power Trading Division

Sh. Ravindra Parihar Senior Engineer	011-24666378 Ravindra.parihar@seci.co.in
Sh. Tarun Mukhija Manager	011-24666266 tarun.mukhija@seci.co.in
Sh. Sanjeev Singh DGM	011-24666230 sanjeev@seci.co.in
Sh. Atulya Kumar Naik General Manager	011-24666215 aknaik@seci.co.in

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

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

33 General Eligibility Criteria

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

33.1 The Bidder shall be a Company as defined.

33.2 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).

33.3 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 33.7 of the RfS shall be applicable.

33.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 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. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.

iii. "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.

iv. "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.

v. "Beneficial owner" for the purposes of Clause 33.4.iii.iv. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.

vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.

vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 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.

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

33.6 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 at least 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.

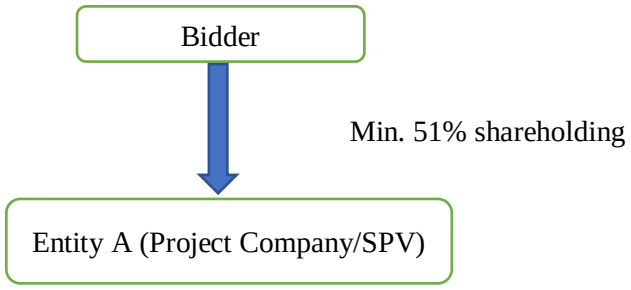
33.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to SECI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project 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 SCSD of full Project Capacity, except with the prior approval of SECI.

33.8 As on the bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian

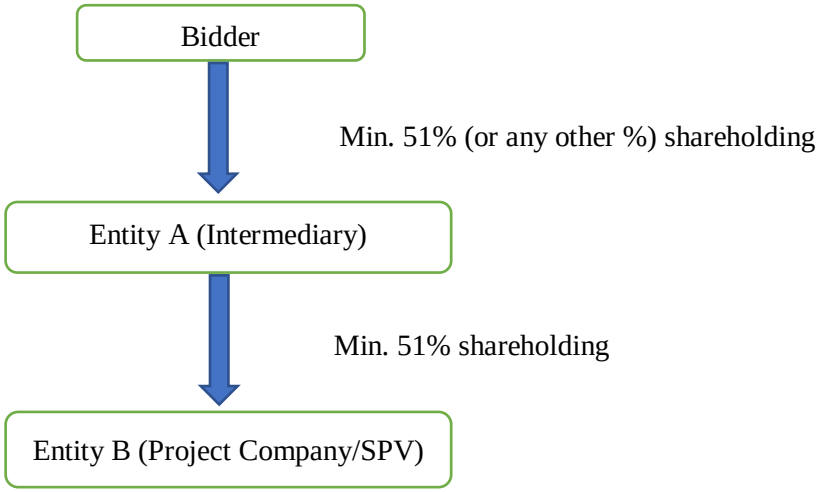
Infrastructure Investment Bank etc or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect.

33.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 33.3 and 33.6 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 the RfS, only Scenario 1 is permissible in case of projects being implemented by SPVs.

34 Technical Eligibility Criteria

34.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commencement of power supply from 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**.**

34.2 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 SCSD of the Project will be allowed for deployment under this RfS.

34.3 The HPD shall strictly comply with the technical parameters detailed for Solar PV component of a Project, as provided in Annexure-B of this RfS. Further, 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 Project 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.

34.4 The wind power projects will be developed as per the Guidelines issued by the Government of India or its agencies 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 commencement of power supply from the Project, will be followed.

34.5 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.

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

35 Financial Eligibility Criteria

35.1 **Net-Worth**

i. The Net Worth of the Bidder should be equal to or greater than the amount calculated as per the following formula, based on the Installed Capacity break-up quoted by the Bidder:

Minimum Net-Worth requirement = [(Rs. 92,80,000 x Rated Installed Capacity of Solar PV component (MW)) + (Rs. 1,26,40,000 x Rated Installed Capacity of Wind Power component (MW))]

The above Net-Worth amount shall be demonstrated by the Bidder as on the last of previous Financial Year, i.e., FY 2022-23 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(s) fail to do so in accordance with the RfS.

iii. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

iv. **Note:** In case of revision in Installed Capacity prior to signing of PPA as per provisions of the RfS, resulting in an increase in the Installed Capacity being committed by the HPD, the HPD will be required demonstrate the revised Net-Worth requirements based on the revised Installed Capacity.

35.2 **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 66,53,000/ MW** (Indian Rupees Sixty-six Lakhs and Fifty-three Thousand/MW) of the quoted Contracted Capacity during the previous financial year, 2022-23 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) excluding other and exceptional income for a minimum amount of **INR 13,30,600/MW** (Indian Rupees Thirteen Lakhs Thirty Thousand and Six Hundred/MW) of the quoted capacity, as on the last date of previous financial year, 2022-23, 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 16,63,300/MW** (Indian Rupees Sixteen Lakhs Sixty-three Thousand and Three hundred/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.

35.3 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 35.1 and 35.2 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.

35.4 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.

35.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2022-23, or provisional accounts 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.

35.6 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.

35.7 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 35.6 above.

35.8 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 the minimum Net-Worth requirement for the quoted Installed Capacity works out to be Rs. 1000 Crores, then requirement of Net-Worth to be met by Lead Member A would be Rs. 700 Crores and the Net-Worth to be demonstrated by Member B would be Rs. 300 Crores. Similar methodology shall be followed for computation of liquidity requirement.

35.9 Note: Wherever applicable, audited accounts for the last FY, 2022-23 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2022-23 are not available, then audited annual accounts of FY 2021-22 can be considered.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

36 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.

37 Techno-Commercial Evaluation of Bidders (Step 1)

37.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 25 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 05.09.2023, the online bid opening will be conducted on 08.09.2023. In case of the above date being a holiday, the bids will be opened on the next working day.

37.2 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.

37.3 Subject to Clause 24 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.

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

38 Financial Bid Evaluation (Step 2)

38.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff", quoted by the Bidder in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

38.2 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.

38.3 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).

38.4 In this step, evaluation will be carried out based on the tariff quoted by Bidders. It is clarified that irrespective of the Installed Capacities quoted by the Bidders, shortlisting and award of capacities under the RfS will be carried out based on the cumulative Contracted Capacities quoted by them.

38.5 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.

38.6 If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

38.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause 39.2 of the RfS

38.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	*L1*
B2	₹ 2.20 (Tariff in ₹/ kWh)	*L2*
B3	₹ 2.30 (Tariff in ₹/ kWh)	*L3*
B4	₹ 2.30 (Tariff in ₹/ kWh)	*L3*
B5	₹ 2.43 (Tariff in ₹/ kWh)	*L4*
B6	₹ 2.60 (Tariff in ₹/ kWh)	*L5*
B7	₹ 2.65 (Tariff in ₹/ kWh)	*L6*
B8	₹ 2.69 (Tariff in ₹/ kWh)	*L7*
B9	₹ 2.70 (Tariff in ₹/ kWh)	*L8*

39 Reverse Auction (Step-3)

39.1 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-A of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-A of the RfS duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein,

39.2 The total number of 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)	(i) In case $S_T \leq 2000$ MW, $S_E = 0.8 \times S_T$ (ii) In case $S_T > 2000$ MW, $S_E = 0.8 \times S_T$ subject to maximum eligible capacity being 2000 MW.

Total eligible Bidders for e-Reverse Auction

i. In case $(0.8 \times S_T) \leq 2000$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T".

ii. In case $(0.8 \times S_T) > 2000$ MW: The 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 2000 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=2750 MW

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	S_E	(0.8x S_T)	n	Shortlisted Bidders
1	B8	L1	600	8	2000 MW	2200 MW	7*	B8
2	B5	L2	300					B5
3	B1	L3	300					B1
4	B4	L3	250					B4
5	B2	L4	300					B2
6	B3	L5	500					B3
7	B7	L6	200					B7
8	B6	L7	300					

* n = 8-1 = 7 as per the above formula.

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	(0.8x S_T)	n	Shortlisted Bidders
1	B3	L1	300	4	1200 MW	1200 MW	4	B8
2	B2	L2	600					B5
3	B1	L3	200					B1
4	B4	L4	400					B4

* n = 4 as per the above formula

39.3 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 39.2 above.

39.4 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 of the bidder shall be displayed on its window.

ii. The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.

iii. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.

iv. During reverse auction, the Bidder shall not have the option of changing the total contracted capacity offered while quoting tariff during reverse auction.

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 offered contracted capacity for which the Bidder is qualified.

   ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and offered contracted capacity

vi. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:

   i. Green Zone: This zone consists of the Bidders who may be allocated their full quoted Contracted Capacity, subject to provisions of Clause 38, if the auction is closed at that instant.

ii. Orange Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Contracted Capacity, subject to provisions of Clause 38, if the auction is closed at that instant.

iii. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Contracted Capacity if the auction is closed at that instant.

If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

40 Selection of Successful Bidders

40.1 Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Orange" zones as per Clause 39.4 (vi) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.

40.2 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:

a. In case the cumulative capacity shortlisted as per the range exceeds S_E (capacity eligible for award as per Clause 39.2), the list of Successful Bidders shall be limited by S_E.

b. 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.

c. 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.

d. In the above case, if the time of quote also becomes exactly same among the Bidders in a tie, then the ranking among these Bidders shall be done as follows:

- Step 1: Highest 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.

40.3 **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. 2.55/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	250	250	NA	2.50	L1
L2	200	450	NA	2.51	L2
L2	400	850	NA	2.51	L2
L3	300	1150	NA	2.53	L3
L4	200	1350	NA	2.54	L4
L5	400	1750	16:00:01	2.55	L5
L5	300	2050	16:00:02	2.55	L5
L5	100	2150	16:00:03	2.55	---
L6	200	2350	NA	2.56	---
L7	300	2650	NA	2.60	---

40.4 Note: The allocation of cumulative Contracted Capacity shall be closed at S_E. However, in no case, shall the capacity of a single Project selected under this RfS, be less than 50 MW. In case of the last Successful Bidder, if the balance Contracted Capacity is less than the total contracted capacity mentioned by the Bidder but greater than 50 MW, then the Project with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder, subject to the maximum cumulative capacity not exceeding S_E, being awarded under the RfS.

In case the partial capacity offered to the last Successful Bidder as per Cl. 40.2 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. 40.2 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)/ Payment on Order Instrument(s) against EMD submitted by such Bidder shall be encashed by SECI.

41 Issuance of LoAs

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

SECTION 6. DEFINITIONS OF TERMS

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

42.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.

42.2 **"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 to the Board of Directors.

42.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA.

42.4 **"BID"** or **"PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by SECI.

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

42.6 **"BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.

42.7 **"BID CAPACITY"** shall mean aggregate Contracted Capacity of the Hybrid Power Project(s) as proposed by the bidder.

42.8 **"BUYING ENTITY"** shall mean an End Procurer as defined in the Guidelines, including a DISCOM/ distribution licensee that requires RE Power to fulfil its other RPO under respective RPO regulations.

42.9 **"CAPACITY UTILIZATION FACTOR or CUF"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Contracted Capacity, CUF= (X MWh/(Y MW*8766)) X100%.

It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA.

42.10 **"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.

42.11 **"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.

42.12 **"CONTRACTED CAPACITY"** shall mean the AC capacity in MW contracted with SECI for supply of power by the HPD to SECI at the Delivery Point from the Project, based on which the PPA is executed with SECI.

42.13 **"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 SCSD would occur, the Contract Year shall end on the date immediately before the SCSD and a new Contract Year shall commence once again from the SCSD 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.

42.14 **"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.

42.15 **"CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.

42.16 **"CENTRAL TRANSMISSION UTILITY (CTU)"** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.

42.17 **"DAY"** shall mean calendar day.

42.18 **"EFFECTIVE DATE"** shall be the date as per Clause 20 of the RfS.

42.19 **"EQUITY"** shall mean Net Worth as defined in Companies Act, 2013.

42.20 **"GENERAL NETWORK ACCESS (GNA)"** shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022.

42.21 **"GUIDELINES"** shall mean "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects"

issued by Ministry of Power vide Gazette Resolution dated 21.08.2023, including subsequent amendments and clarification thereto, if any, issued until the last date of bid submission of this RfS.

42.22 **"GRID CODE REGULATIONS" or "GRID CODE"** shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.

42.23 **"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.

42.24 **"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"** shall mean a single point or multiple points at 220 kV or above, where the power from the Project(s) is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects/ individual components 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 HPDs 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.

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

42.26 **"INTERESTED PARTIES"** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;

42.27 **"InSTS"** means Intra-State Transmission System.

42.28 **"ISTS"** means Inter-State Transmission System.

42.29 **"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).

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

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

42.31 **"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 Contracted Capacity.

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

42.33 **"LLC"** shall mean Limited Liability Company.

42.34 **"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.

42.35 **"MONTH"** shall mean calendar month.

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

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

42.38 **"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.

42.39 **"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 HPD(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.

42.40 **"PGCIL"** or **"POWERGRID"** shall mean Powergrid Corporation of India Limited.

42.41 **"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.

42.42 **"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.

42.43 **"PROJECT" or "HYBRID POWER PROJECT" or "POWER PROJECT"** shall mean the Solar PV and Wind Power generation facilities, where the rated power capacity of one resource (wind or solar PV) is at least 33% of the total Contracted Capacity, having a single point 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 control systems and metering. The Project shall include all units/modules, auxiliaries and associated facilities, bay(s) for transmission system in 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.

42.44 **"PROJECT CAPACITY" or "INSTALLED CAPACITY"** shall mean the rated capacity of the installed Project components, i.e. Solar PV and Wind Power components of the Project, as committed in the PPA. This shall be equal to the "installed capacity" for which connectivity is sought by the HPD under the GNA Regulations. The quantum of Installed Capacity (in MW), including that of the revised Installed Capacity, if any, shall be greater than or equal to the Contracted Capacity;

42.45 **"PROJECT DEVELOPER"** or **"DEVELOPER"** or **"HYBRID POWER DEVELOPER (HPD)" or "WIND-SOLAR HYBRID POWER DEVELOPER"** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Contracted 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 and supplying power under the PPA.

42.46 **"PROJECT LOCATION"** shall mean the area(s) identified by the HPD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented.

42.47 **"PROMOTER"** shall mean Promoter as defined in the Companies Act, 2013.

42.48 **"RfS"** or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOOCUMENTS"** shall mean the "Request for Selection" document issued by SECI including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/IPP/13/0008/23-24dated 23.10.2023.

42.49 **"SCHEDULED COMMENCEMENT OF SUPPLY DATE"** or **"SCSD"** shall mean the date as indicated in Clause 9 of the RfS.

42.50 **"SECI"** shall mean Solar Energy Corporation of India Limited.

42.51 **"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.

42.52 **"SOLAR PV PROJECT"** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.

42.53 **"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.

42.54 **"SUB-POOLING SUBSTATION"** shall mean the intermediate pooling point where power from the Solar and Wind Project components of the Hybrid Power Project is injected into and from where the hybrid power is evacuated through a single transmission line and injected into the Interconnection Point.

42.55 **"TOE"** shall mean Tender Opening Event.

42.56 **"TRADING MARGIN"** shall mean the margin on sale of Wind-Solar Hybrid Power to State Utilities/ Discoms/ other Bulk Consumers under this RfS being charged by SECI and shall be @ INR 0.07/kWh.

42.57 **"ULTIMATE PARENT"** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.

42.58 **"WEEK"** shall mean calendar week.

42.59 **"WIND POWER PROJECT"** means the wind power project that uses wind energy for conversion into electricity through 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 is 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 1000 MW, including this response to RfS.

We are submitting application for the development of following Project(s)

Project No.	Contracted Capacity offered (MW)	Installed Capacity to be committed under the PPA (Rated capacities of respective components)	Location of Project (Village, Tehsil, Dist., State)	Inter-connection Point(s) Details	Proposed CUF	Project Preference*
1		Solar PV component: ___ MW Wind power component: ___ MW				
2						

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 40.2 of the RfS.*

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 we will commence power supply from the full Project capacity within the deadline as per Clause 9 of the RfS.
2. Earnest Money Deposit (EMD):- (*Please read Clause 16 carefully before filling*)

   We have enclosed EMD of INR ……. (*Insert Amount*), in the form of Bank Guarantee/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. 16 of this RfS. The total bid capacity of the Hybrid Power Projects offered by us is ……. MW [*Insert cumulative 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. 17 & 18 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 hereby undertake that we shall give a rebate of Rs. 0.02/kWh to SECI in the payment of monthly bills to be made by SECI, as part of payment security mechanism charges under the PPA, to avail the benefits under the payment security mechanism as per PPA. (*Strike out if not accepted by the Bidder*)

5. 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.

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

7. 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.

   We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

8. 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.

9. 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.

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

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

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

13. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period up to the date as on 12 months from the last date of submission of response to RfS].

14. Contact Person

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

Name : ……

Designation : ……

Company : ……

Address : ……

Phone Nos. : ……

Mobile Nos. : ……

E-mail address: ……

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

Encl.: Appendix-I and II of the Covering Letter.

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.

Appendix-I to Covering Letter

Contracted Capacity offered: _____ MW

Project Location: _____

Average Hourly Profile (in MUs)

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												

Appendix-II to Covering Letter

Contracted Capacity offered: _____ MW

Project Location: _____

Average Hourly Profile (in MW)

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
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22												
23												
24												

Format 7.2

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 of ……and having its Registered/ Head Office at ……..…….as 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 of .....under the Common Seal of our company.

For and on behalf of Consortium Member

M/s…….

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

(Name
Designation
Place:
Date:)

Accepted

(Signature, Name, Designation and Address
of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

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

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

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

Format 7.3A

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 Hybrid Power Developers for Setting up of 2000 MW ISTS-connected Hybrid Power projects in India under Tariff-based Competitive Bidding (SECI-Tranche-VII) of the cumulative capacity of ……. MW [*Insert cumulative Contracted 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 _____ [In*sert amount not less than that derived in line with Clause 16 of the RfS*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____[*insert date of validity in accordance with Clause No. 16 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. 16 of this RfS*]. SECI shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause No. 16 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. 16 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 7.3 B

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF BG TOWARDS 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 Hybrid Power Developers for Setting up of 2000 MW ISTS-connected Hybrid Power projects in India under Tariff-based Competitive Bidding (SECI-Tranche-VII) of the cumulative capacity of ……. MW [*Insert cumulative Contracted 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 up to and not exceeding Rupees _____ [*Insert amount not less than that derived in line with Clause 16 of the RfS*], 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 said amount unconditionally, without demur and without protest upon 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/HPD, to make any claim against or any demand against the SPV/HPD or to give any notice to the SPV/HPD;

(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/HPD;

(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 up to _____ 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 7.3 C

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted separately for each Project)
(*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 Hybrid Power Developer') 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 executers, administrators, successors and assignees) and selecting the Project of the Hybrid Power Developer and issuing Letter of Award No. _____ to _____ (*Insert Name of selected Hybrid Power Developer*) as per terms of RfS and the same having been accepted by the selected HPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Hybrid 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 Hybrid 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 Hybrid 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 Hybrid Power Developer/ Project Company, to make any claim against or any demand on the selected Hybrid Power Developer/ Project Company or to give any notice to the selected Hybrid 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 Hybrid 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 7.3 D

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. 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 SPV), 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 selected Hybrid 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 Hybrid Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Hybrid Power Project of the Hybrid Power Developer (HPD) and issuing Letter of Award No ------- to (Insert Name of selected Hybrid Power Developer) as per terms of RfS and the same having been accepted by the selected HPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Hybrid 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 Hybrid Power Developer / Project Company].

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:-

(i) IREDA/REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;

(j) 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;

(k) 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;

(l) 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;

(m) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

(n) 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/HPD, to make any claim against or any demand against the SPV/HPD or to give any notice to the SPV/HPD;

(o) 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/HPD;

(p) 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 7.4

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 7.5

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 01 (one) year after the SCSD, 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 commencement of power supply 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----------	2) Signature ----------
Name:	Name:
Address:	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 7.6

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 2022-23 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 35.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

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

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

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [*Insert name of the Member*]

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

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

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

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR _____ (_____in words) as on the end of Financial Year 2022-23 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 as mentioned in the RfS, by demonstrating a PBDIT of INR _____(in words) as on the end of Financial Year 2022-23 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 PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

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

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory) **(Signature and Stamp of 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/PBDIT (as applicable) 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.

FORMAT 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfS vide RfS No. _____dated_____, that as on _____ (Insert bid submission deadline), M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on _____(insert bid submission deadline), M/s _____ (insert name of the Bidder) & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies.

(Name and Signature of the Authorized Signatory)

Format 7.8

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 33.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 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 7.8A

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
[Enter Address of SECI]

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 33.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 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.

Annexure to Format 7.8/7.8A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:
MoF OM No 7/10/2021-PPD (1) dated 23.02.2023

(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
[Enter Address of SECI]
Sub: Response to RfS No …… dated ……..for the tender for ……
Dear Sir/ Madam,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

"I/We 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 23.02.2023, as referred above.

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

Format 7.9

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 Project Components	
3	Contracted Capacity proposed	…… MW
4	Number of Projects	
5	Brief about the Wind-Solar Hybrid Configuration breakup (Installed capacity)	
	i) Capacity of Wind Power Generating Component	……. MW
	ii) Capacity of Solar PV Power Generating Component	……. MW
6	Brief about the proposed Technology	
Solar	Crystalline Silicon Solar Cells and Modules	
	Concentrator PV Modules	
	Thin Film Modules	
	Any Other Technology	
Wind	Wind Turbine(s) Models from RLMM	

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 7.10

(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)

Format 7.11

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 up to the date as on 12 months from the due date of submission of the response to RfS and 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.*

Format 7.12

PRELIMINARY ESTIMATE OF COST OF HYBRID POWER PROJECT

(Disclaimer: It is clarified that the data submitted as part of this Format is for SECI's records only, and will have no bearing on the SPD's claims against Change in Law or any other provisions of the PPA)

Contracted 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.

Annexure - A

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

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.

GENERAL

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

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

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System
Single Stage Two Envelope

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

Broad Outline of Activities from Bidder's Perspective:

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

b) View response to queries posted by SECI

8. Bid-Submission on ETS
9. Post-TOE clarification on ETS (optional)
10. Respond to SECI Post-TOE queries
11. Participate in e-Reverse Auction if invited

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

Digital Certificates

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

Registration

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

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

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS ***https://www.bharat-electronictender.com***. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.

2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

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

ISN-ETS/ **Helpdesk**

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

Some Bidding Related Information for this Tender (Sealed Bid)

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 24.1 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.

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents'

and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.

4. For responding to any particular tender, the tender (i.e. 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. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. 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 Bid Processing Fee and Cost of RfS Document, 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.

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 completer explanations. Further these are supplementary in nature.

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

g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - A 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	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

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

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

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

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

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

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

Annexure – B

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

a. 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

b. 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 plants must conform to the latest edition of IEC/ equivalent Indian 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 CENTRES

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 Centres 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.
- 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, Im, Vm 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

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 HPD shall apply for the capacity not commissioned by the SCSD.

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.

Annexure – C

FORMAT FOR PROJECT PROGRESS STATUS OF ISTS-CONNECTED WIND-SOLAR HYBRID POWER PROJECTS

S. No.	Description	Reviewed on _____ (if applicable) M/s _____ (Project ID & Contracted Capacity) Effective Date of PPA: _____ Original/ Revised Scheduled Commencement of Supply date: _____ Actual Commencement of Supply date(s) (with capacity): _____	Present status M/s _____ (Project ID & Contracted Capacity) Effective Date of PPA: _____ Original/ Revised Scheduled Commencement of Supply date: _____ Actual Commencement of Supply date(s) (with capacity): _____	Remarks
1	**Status of connectivity (Inter connection voltage level)**			
	Connectivity start date			
	Bay installation status			
2	**Land Arrangement status with Acquisition details**			
	Identification (Yes/No)			
	Location (Kindly provide the location co-ordinates)			
	Status of Ownership			
	Total area required for the Project (in acres)			
	Extent of land acquired (in acers) (%)			
	Land procurement (Yes/No)			
	Land Conversion (Yes/No)			
	Land title (ownership/land lease allotment in the name of			

	Developer) completed/partially completed, same shall be given in acres			
	Solar land- Location (Co-ordinates)			
	Wind land- Location (Co-ordinates)			
3	**Status of financing arrangements**			
	Equity tie-up			
	Financial closure status			
	Financial lender details			
	Status of Debt			
	Sanction/ Disbursement from Bank			
	Name of Bank			
4	**Status of Clearances (if applicable)**			
	MoD (land area in acres to be specified)			
	Forest (land area in acres to be specified)			
	Mining (land area in acres to be specified)			
	Local Body (land area in acres to be specified)			
	Any other clearances			
5	**Status of Transmission line including distance and rating**			
	Total distance of transmission line in km			
	Voltage Rating of transmission line			
6	**Design status of Project**			
	No. of Solar block along with capacity in MW			
	Inverter capacity in MW			
	Inverter transformer capacity in MVA			
	No. of WTGs along with capacity (height & capacity)			
7	**Design status of Substation**			
	Voltage rating of Substation			
	No. of Bays planned			

	Location of Substation (land Co-ordinates)			
8	**Design status of Transmission line towers and No. of Towers foundations expected**			
	Tower schedule status			
	No. of towers expected (In Nos.)			
9	**Supply Status**			
	PO status of MMS, Modules, Inverter, WTGs, Power transformer, Inverter transformer, transmission line tower stubs, structure)			
	Supply status of Modules to site (%)			
	Supply status of Inverter (%)			
	Supply status of WTGs (%)			
	Supply status of Power Transformer (%)			
	Supply status of Inverter Transformer (%)			
	Supply status of transmission line towers stubs (%)			
	Supply status of transmission line towers structure (%)			
	Overall status of supply (%)			
10	**Civil work status**			
	Solar- pile works status (No. of piles for the Project vs. completed status)			
	Wind-Foundation work status (No. of WTG's for the Project vs. completed status)			
	Substation-foundation work status (No. of equipment foundation for the substation vs. completed status)			
	Transmission line-Foundation work status (No. of tower foundation for the project vs. completed)			
11	**Erection**			
	Solar panels- Erected capacity			

	Wind turbine-Erected capacity			
	S/s Equipment erection status Transformer erection Equipment erection Pre-commissioning status			
	T/L-Tower erection in Nos.			
	T/L-Stringing in km			
12	**Pre-commissioning Status**			