

SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/12/0018/23-24/Amendment-01

Date 21.11.2024

Amendment-01 to RfS for Allocation of Seabed Lease Rights for 4000 MW Offshore Wind Power Projects
RfS No. SECI/C&P/IPP/12/0018/23-24 dated 02.02.2024

S. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	General	<p>1. The phrase “Concession Agreement” in the RfS shall be read as “Seabed Lease Agreement”, unless specifically amended in this document.</p> <p>2. Concession Agreement uploaded on 02.02.2024 as part of the RfS hereby stands deleted.</p> <p>3. The phrases “Seabed Lease Deed” or “Seabed Lease Deed Agreement” in the tender documents shall be read as “Seabed Lease Agreement”.</p>	
2.	1.5	Through this RfS, it is proposed to lease out seabed areas for 4000 MW equivalent offshore wind project capacity, including specific identified offshore wind sub-blocks 2, 3, 4 and 7 off the coast of Tamil Nadu in the Gulf of Mannar as mentioned in Table 01 and figures 05-08...	Through this RfS, it is proposed to lease out seabed areas for 4000 MW equivalent offshore wind project capacity, including specific identified offshore wind sub-blocks 2, 3, 4 and 7 off the coast of Tamil Nadu in the Gulf of Mannar as mentioned in Table 01 and Figure 02 of Clause 5.1 of the RfS.
3.	2.6	Bidder shall submit Bid along with non-refundable RfS document fees and earnest money deposit (“EMD”) complete in all respects as per the Bid Information Sheet. Bids received without the prescribed RfS document fees and EMD will be rejected.	Bidder shall submit Bid along with non-refundable RfS document fees, Bid Processing Fee and Earnest Money Deposit (“EMD”) complete in all respects as per the Bid Information Sheet. Bids received without the prescribed RfS document fees, Bid Processing Fee and EMD will be rejected.
4.	2.9	<p>Modified as follows</p> <p>The first envelope shall comprise the techno-commercial Bid. The techno-commercial Bids will be evaluated as per the RfS. The financial Bids, i.e., Quoted seabed allocation fee, in respect of each Block (second envelope), which is over and above the lease rentals of Rs. 1 (one) Lakh per Sq. km per year will be evaluated in respect of only those Bidders who are shortlisted subsequent to evaluation of Techno-commercial bid evaluation. The Bidder quoting the highest Seabed allocation fee as part of the financial bid, shall be declared the winning Bidder in respect of the Block and awarded the Project. A Bidder shall not be eligible to be allocated more than 1 (one) Block.</p>	
5.	4.3	“ BID ” or “ PROPOSAL ” shall mean the technical Bid and the price bid submitted by the Bidder as part of its response to the RfS issued by SECI (i.e., the financial Bid)	“ BID ” or “ PROPOSAL ” shall mean the technical Bid and the price bid submitted by the Bidder as part of its response to the RfS issued by SECI.

6.	4.18	<p>“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean a single point at 66 kV or above, where the power from the Project(s) is injected into...</p>	<p>“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean a single point at 66 kV where the power from the Project(s) is injected into...</p>
7.	5.2 (iii)	<p>Modified as follows</p> <p>Subsequent to signing of the Seabed Lease Agreement, the OWPD shall prepare a Detailed Project Report (DPR) based on its own assessment carried out during the Study and Survey period. Subject to completion of the survey, submission/ finalization of the DPR and compliance with the preconditions as set forth in the Seabed Lease Agreement, MNRE shall continue the Seabed Lease Agreement for construction and operation of the Project.</p> <p>The OWPD shall be required to complete the Study/survey of the allocated block within 3 years of signing the Seabed Lease Agreement, with a further extension of 2 years allowed in this deadline, subject to approval of MNRE. The DPR shall therefore, be submitted by the OWPD within the above deadline, failing which, the Seabed Lease Agreement will be liable for termination.</p>	
8.	5.2 (iv)	<p>Fig. 08: Flow chart for allocation of seabed lease rights</p> <p>Modified as follows</p> <pre> graph TD A[Request for Selection (RfS) document] --> B[Letter of Award (LoA)] B --> C[Agreement to Lease] C --> D[Stage II Approvals + Letter of Consent*] D --> E[Seabed Lease Agreement] E --> F[Detailed Project Report] F --> G[Acceptance/ Rejection of DPR] </pre>	
9.	6.1	<p>Addendum to the Clause</p> <p>The OWPD shall provide requisite data as required by the CTU/Grid-India/Transmission Licensee (TSP) for planning and developing the power evacuation system. Further, to align the</p>	

		commissioning timelines of the Offshore Wind Project and the evacuation infrastructure, the connectivity application must be submitted by OWPD immediately after the approval of the Detailed Project Report (DPR). The location of the substation will be on the top corner of each block (as per the plan view enclosed in the RfS) and will be given by CTU after award of the seabed. A coordination committee including members from MNRE, CTU, Offshore Wind Project Developer, Offshore Wind Transmission Developer and NIWE will be constituted for simultaneous development of project and evacuation infrastructure.	
10.	7.1	... Pursuant to this RfS, the Successful Bidder shall be required to undertake surveys of the seabed and associated development activities towards preparation of detailed project report and advancing project to financial close, ...	... Pursuant to this RfS, the Successful Bidder shall be required to undertake surveys of the seabed and associated development activities towards preparation of detailed project report and leading the project to financial close, ...
11.	8.2	The minimum MW capacity to be installed by the developer in the allocated Block shall be as defined in the bid. The bidder may set up more capacity in the allocated seabed area than the stipulated minimum.	The minimum capacity (MW) to be installed by the OWPD in the allocated Block shall be as defined in the bid. The OWPD may set up additional capacity in the allocated Block, subject to a maximum limit of 10% of the tentative potential of each Block, i.e. 1000 MW. Thus, the maximum capacity to be set up in a single Block shall not exceed 1100 MW.
12.	10.1	The Project may be designed for interconnection with the Inter-State Transmission System in accordance with the prevailing regulations of the Central Electricity Regulatory Commission in this regard...	The Project shall be designed for interconnection with the Inter-State Transmission System in accordance with the prevailing regulations of the Central Electricity Regulatory Commission in this regard...
13.	12.1	Commissioning of the Project shall be carried out by the OWPD in line with the procedure and as per the timelines set forth in the Concession Agreement and applicable law. A commissioning certificate shall be issued by NIWE/SECI after successful commissioning. Failure to commission the Project within the timelines set forth in the Concession Agreement shall render the OWPD liable for damages in the manner set forth in the Concession Agreement.	Commissioning of the Project shall be carried out by the OWPD in line with the procedure and as per the timelines set forth in the Seabed Lease Agreement and applicable law. A commissioning certificate shall be issued by NIWE/SECI after successful commissioning. Failure to commission the Project within the timelines set forth in the Seabed Lease Agreement shall render the OWPD liable for damages in the manner set forth in the Seabed Lease Agreement.
14.	12.2	Part commissioning of the Project shall be accepted in accordance with the Concession Agreement.	Part commissioning of the Project shall be accepted in accordance with the Seabed Lease Agreement.
15.	13	The OWPD shall be permitted full commissioning as well as part commissioning of the Project even prior to the scheduled date of	The OWPD shall be permitted full commissioning as well as part commissioning of the Project even prior to the scheduled date

		commissioning, subject to the terms of the Concession Agreement.	of commissioning, subject to the terms of the Seabed Lease Agreement.
16.	15	<p>Prospective Bidders are required to submit their Bids in response to this RfS along with a nonrefundable processing fee as mentioned in the Bid Information Sheet....</p> <p>.....</p> <p>MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ DIC/ Udyog Aadhar Only are exempted from submission of cost of the RfS and EMD.</p>	<p>Prospective Bidders are required to submit their Bids in response to this RfS along with non-refundable Cost of RfS Document and Bid Processing Fee as mentioned in the Bid Information Sheet....</p> <p>.....</p> <p>MSEs (Micro and Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of the 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 MSE.</p> <p><u>Note:</u> In all cases, a Bidder (including all the members in case of a Consortium) shall be allowed to avail the above exemptions provided to MSEs only in case the Bidder (including all the members in case of a Consortium) meets the financial eligibility criteria as per Clause 38 on its own financial credentials or the financial credentials of the Affiliates who are an MSE. In case the Bidder (including any member in case of a Consortium) proposes to meet the financial eligibility criteria as per Clause 35 based on the credentials of its Affiliates and any of the Affiliates is not an MSE, the Bidder/Bidding Consortium will not be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & EMD. As a result, in case a Bidder/ Bidding Consortium does not submit requisite Cost of RfS, Bid Processing Fees, and EMD by availing exemption under this Clause, and proposes to meet the financial eligibility criteria based on the credentials of its Affiliates with any of the Affiliates not being an MSE,</p>

			the bid submitted by such Bidder/ Bidding Consortium shall be considered as non-responsive under Clause 28.2.(i) and Clause 28.2.(vii) of the RfS, and the bid will be summarily rejected.
17.	17.2	The OWPD should apply for all the necessary approvals, permits and clearances in accordance with the timeframes and other stipulations set forth in the Project Agreements, particularly the Agreement to Lease, Seabed Lease Deed and Concession Agreement. Such applications...	The OWPD should apply for all the necessary approvals, permits and clearances in accordance with the timeframes and other stipulations set forth in the Project Agreements, particularly the Agreement to Lease and Seabed Lease Agreement. Such applications...
18.	18.6	.... 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 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/Seabed Leased Agreement....
19.	19.1	.... It may be noted that Successful Bidder (i.e., the Bidding Company/ Lead Member of the Bidding Consortium) shall submit the AtL Security Deposit in the form of a Bank Guarantee according to the Format 7.3B with a validity period....	.... It may be noted that Successful Bidder (i.e., the Bidding Company/ Lead Member of the Bidding Consortium) shall submit the AtL Security Deposit in the form of a Bank Guarantee according to the Format 7.3C with a validity period....
20.	19.3	The format of the bank guarantee prescribed in the Format 7.3 B (Security Deposit) shall be strictly adhered to...	The format of the bank guarantee prescribed in the Format 7.3 C (Security Deposit) shall be strictly adhered to...
21.	19.7	....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 Canara Bank IFSC: CNRB 0002874, Client Name: National Institute of Wind Energy and a confirmation in this regard is received by NIWE. Message Type: IFN760COV is to be used by the issuing bank.	.....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.
22.	20.1	....(for e.g., if the LoA is dated 07.02.2022, then the last date of signing of the Agreement to Lease shall be on or before 08.0 022)...	....(for e.g., if the LoA is dated 07.01.2025, then the last date of signing of the Agreement to Lease shall be on or before 07.04.2025)...
23.	20.5	In addition to the above, the Successful Bidder/	In addition to the above, the OWPD shall

		OWPD shall submit a detailed L-2 schedule for the Project prior to the signing of offtake agreement(s). Broad details to be captured in the L-2 schedule are the procurement, order, supply and erection status of various Project components; financial arrangement/ tie up, etc. NIWE shall provide the standard L-2 schedule template to the Successful Bidder/ OWPD after the issuance of LOA. Further, copies of such offtake agreement(s), including any energy wheeling agreements entered into in relation thereto, shall be deposited with the NIWE/ MNRE within 60 (sixty) days of their execution.	submit a detailed L-2 schedule for the Project as part of the DPR. Broad details to be captured in the L-2 schedule are the procurement, order, supply and erection status of various Project components; financial arrangement/ tie up, etc. MNRE/NIWE shall provide the standard L-2 schedule template to the OWPD after the issuance of LoA. Further, copies of any energy offtake agreement(s), including any energy wheeling agreements entered into in relation thereto, shall be deposited with the NIWE/ MNRE within 60 (sixty) days of their execution.
24.	22	The commercial operation date of the Project shall be achieved and evidenced in accordance with the stipulations set forth in this regard in the Concession Agreement....	The commercial operation date of the Project shall be achieved in line with the Grid Code, and evidenced in accordance with the stipulations set forth in this regard in the Seabed Lease Agreement....
25.	24.2	<p>Modified as follows</p> <p>Change in the Controlling Shareholding of the Bidding Company (in case of the Bidding Company itself executing the Project), or the Special Purpose Vehicle (SPV)/Project Company executing the Project, shall be permitted post the date of award for seabed leasing, subject to the Bidder continuing to meet the eligibility criteria as set forth in this RfS, and the Bidder providing prior written intimation to NIWE/ MNRE of such change in Controlling Shareholding, which intimation shall include relevant details in support of such continued eligibility. In the event of a change in the Controlling Shareholding of the Bidding Company/SPV/Project Company as applicable in contravention of the foregoing, then, the Bidder shall stand be disqualified forthwith or as the case may be, the LoA/ Seabed Lease Agreement /Agreement to Lease shall be liable to be terminated (and the EMD/ AtL Security Deposit/ Seabed Security Deposit/ Performance Security liable for forfeiture), by a communication in writing by NIWE/ MNRE to the Bidder/ OWPD, without NIWE/ MNRE being liable in any manner whatsoever to the Bidder/ OWPD and without prejudice to any other right or remedy which NIWE/ MNRE may have under this RfS, the respective Agreements or under applicable law.</p>	
26.	24.3	The Successful Bidder shall ensure that the shareholding in the OWPD is in accordance with the stipulations of the Concession Agreement.	<p>The Successful Bidder shall ensure that the shareholding in the OWPD is in accordance with the stipulations of the Seabed Lease Agreement.</p> <p>A 50-50% shareholding arrangement in the Consortium shall also be allowed, subject to nomination one of the Consortium Members as the Lead Member.</p>

27.	26.1.(x) . (d)	Certified copies of annual audited accounts for the last 3 (three) Financial Years immediately preceding the last date for Bid submission, i.e., FY, 2020-21, FY 2021-22 and FY 2022-23, and provisional audited accounts...	Certified copies of annual audited accounts for the last 3 (three) Financial Years immediately preceding the last date for Bid submission, i.e., FY, 2021-22, FY 2022-23 and FY 2023-24, and provisional audited accounts...
28.	26.1.(x) . (f)	<p>New Clause</p> <p>Necessary documents demonstrating fulfilment of minimum technical qualification requirement of the Bidder, as per the RfS</p>	
29.	26.1. (xii)	Signed Integrity Pact as per Format 7.15.	Signed Integrity Pact as per Format 7.11.
30.	26.1. (xiii)	Signed undertakings as per Formats 7.11, 7.12, 7.13 and 7.14	Not Used
31.	27.13	Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be constructed as waiver on the part of SECI...	Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be constructed as waiver on the part of SECI...
32.	29.1	<p>....</p> <p>For e.g., if the Bid submission deadline is 18:00 hrs on 22.01.2022, the above deadline will expire at 18:00 hrs on 24.01.2022....</p> <p>....</p> <p>Bid submitted to AGM (C&P)</p> <p>...</p>	<p>....</p> <p>For e.g., if the Bid submission deadline is 18:00 hrs on 22.12.2024, the above deadline will expire at 18:00 hrs on 24.12.2024....</p> <p>....</p> <p>Bid submitted to ED (C&P)</p> <p>...</p>
33.	29.2.I. (i)	Formats 7.1, 7.2 (if applicable), 7.3A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.11, 7.12, 7.14 and 7.15 as elaborated in Clause 26 of the RfS	Formats 7.1, 7.2 (if applicable), 7.3A/7.3B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.10 and 7.11 as elaborated in Clause 26 of the RfS
34.	29.2.II. (iv)	.....Similarly, Bids submitted offline but without any online submission on ETS portal shall not be opened and the EMD shall be returned to the respective Bidder.	.....Similarly, Bids submitted offline but without any online submission on 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.
35.	29.2.II. (v)	In case of submission of bank guarantee against EMD online on or before the Bid submission deadline, and non-submission of the hard copy of the bank guarantee to SECI within the date as on 2 (two) working days subsequent to Bid submission deadline, the respective Bidder will be debarred from participating in any of the	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

		tenders issued by SECI, for a period of 12 (twelve) months, starting from the last date of Bid submission of this RfS.	respective Bidder.
36.	30	The Bidder shall submit the response to RfS which shall remain valid up to 180 (one hundred and eighty) days from the last date of submission of response to RfS (“ Bid Validity ”). SECI reserves the right to reject any response to RfS which does not meet the validity requirements.	The Bidder shall submit the response to RfS which shall remain valid up to 365 (three hundred and sixty-five) days from the last date of submission of response to RfS (“ Bid Validity ”). SECI reserves the right to reject any response to RfS which does not meet the validity requirements. It is clarified that subsequent to issuance of LoA, the discovered price bid amount shall be deemed to be valid until the signing of Seabed Lease Agreement.
37.	32.2	<p>Addendum to the Clause</p> <p>No clarification will be issued by SECI subsequent to bid submission deadline.</p>	
38.	33	<p>Modified as follows</p> <p>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 prior to opening of bids, the processing fee (excluding GST, if amount credited to SECI’s account), without any interest, and EMD submitted by the Bidders shall be returned to the respective Bidders. In the event of opening of bids, bid processing fee will not be refunded.</p>	
39.	36.1	<p>Modified as follows</p> <p>The Bidder must fall under either of the following categories:</p> <ul style="list-style-type: none"> i. A Company under the Companies Act, 2013. ii. A Foreign Company under the respective nation’s laws. iii. Alternative Investment Funds (AIF) as registered under SEBI. “AIF” shall be as defined by SEBI. iv. A Consortium comprising the above entities. <p>The above would be subject to the relevant Acts, Rules, Guidelines, Orders and Policy documents of the Government of India as amended from time to time.</p>	
40.	36.5	Limited liability partnerships (LLPs) are not eligible for participation. However, limited liability companies shall be eligible, subject to complying with Clause 36.3.	Proprietorships, Partnerships, Trusts, NGOs and Limited liability partnerships (LLPs) are not eligible for participation.
41.	36.6	<p>Modified as follows</p> <p>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) existing subsidiary Company of the</p>	

		Successful Bidder, or (b) a Project Company incorporated as a subsidiary Company of the Successful Bidder, for setting up the Project; and in each case, having at least 51% shareholding in the SPV, which has to be registered under the Indian Companies Act, 2013, before signing of Seabed Lease Agreement.	
42.	36.8(ii)	Have in place a policy, and undertake to comply with requirements with regard to: (a) Anti-bribery; (b) Antifraud; (c) Anti-slavery; and (d) Anti-collusion	Deleted.
43.	36.9	Only the Bidders whose techno-commercial Bids pass/ fulfil the minimum score set forth in this RfS will be eligible to have their financial Bid opened and evaluated.	Only the Bidders whose techno-commercial Bids meet the eligibility criteria as per Clauses 37 and 38 of the RfS, will be eligible to have their financial Bid opened and evaluated.
44.	37	<p>Modified as follows</p> <p>Technical eligibility criteria</p> <p>37.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Project.</p> <p>37.2 In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the wind turbines should be type certified as per IECREOD501 from an accredited and certified body or from mutually recommended signatories.</p> <p>37.3 Techno-commercial evaluation of the Bidder shall be carried out based on the following evaluation matrix, comprising Technical and Financial Eligibility Criteria as per this Clause and Clause 38 below. The Bidder shall submit the documents required and mark their eligibility as Yes/No as per the given matrix, to be shortlisted for opening of its financial bid. The documentary evidence to be submitted to meet the requisite technical eligibility criteria is stipulated in the following table.</p>	

Particulars		Yes/No
Technical Eligibility Criteria		
(a) Experience in commissioning offshore wind energy projects		Yes/No
<p>(a) Does the entity have experience in commissioning offshore wind energy projects of cumulative capacity of at least 250 MW?</p> <p>This criterion includes entities having Engineering, Procurement and Construction (EPC) experience, for Projects not being necessarily owned by them.</p> <p style="text-align: center;">AND</p> <p>(ii) Does the entity have experience in commissioning at least 2 nos. of offshore wind energy projects with individual Project size of at least 50 MW?</p> <p>This criterion includes entities having Engineering, Procurement and Construction (EPC) experience, for Projects not being necessarily owned by them</p> <p><u>Documentary evidence required:</u></p> <p>Project completion/commissioning certificate issued by the client/Power Procurer/ any Government agency</p>		
OR		
(b) Experience in commissioning Onshore Wind energy projects		Yes/No
<p>(i) Does the entity have experience in commissioning onshore wind/renewable energy projects of minimum cumulative capacity of 500 MW in India?</p> <p>This criterion includes entities having Engineering, Procurement and Construction (EPC) experience, for Projects not being necessarily owned by them.</p> <p style="text-align: center;">AND</p> <p>(ii) Does the entity have experience in commissioning at least 2 nos. of onshore wind/renewable energy projects with individual Project size of at least 100 MW in India?</p> <p>This criterion includes entities having Engineering, Procurement and Construction (EPC) experience, for Projects not being necessarily owned by them.</p> <p><u>Documentary evidence required:</u></p> <p>Project completion/commissioning certificate issued by the client/Power Procurer/any Government agency</p>		
OR		
(a) Experience in commissioning offshore infrastructure projects		Yes/No
<p>Does the entity have experience in commissioning of offshore infrastructure projects having a cumulative Project cost not less than Rs.4000 Crore in India?</p> <p><u>Documentary evidence required:</u></p>		

		Project completion/commissioning certificate issued by the client/ any Government agency	
45.	38	<i>Net Worth and Liquidity</i>	<i>Financial Eligibility Criteria</i>
46.	38.1.(i)	<p>Modified as follows</p> <p>The minimum Net-Worth/AUM/Investible Fund (to be read as “Net-Worth” in this Section) of the Bidder should be at least INR 5,550 Crores with reference to the previous Financial Year, i.e. FY 2023-24, or as on the day at least 7 days prior to the bid submission deadline. In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as decided by the Procurer/Intermediary Procurer shall be demonstrated. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.</p>	
47.	38.1. (ii)	<p>Modified as follows</p> <p>36.2 The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or the consortium members. Net Worth to be considered for this RfS shall be the total Net Worth as calculated in accordance with the Companies Act, 2013, and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations, and any further amendments thereto.</p>	
48.	38.2	The Bidder shall be required to demonstrate average annual turnover, which shall be based on the annual turnover during the previous 3 Financial Years, i.e., Financial Year 2020-21, 2021-22, and 2022-23.	The Bidder shall be required to demonstrate average annual turnover, of minimum INR 2600 Crores, which shall be based on the annual turnover during the previous 3 Financial Years, i.e., Financial Year 2021-22, 2022-23, and 2023-24, or provisional accounts as on the day at least 7 days prior to the bid submission deadline instead of 2023-24.
49.	38.3	<p>Modified as follows</p> <p>Except in case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) (including an Affiliate which is a fund) for the purpose of meeting the qualification requirements as per Clauses 38.1 and 38.2 above. In case of a Consortium as a Bidder, the technical eligibility requirement may be fulfilled by any of the Consortium members, and any Member may seek qualification on the basis of financial capability of its Affiliate(s) (including an Affiliate which is a fund). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required investment and AtL Security Deposit/Performance Bank Guarantees/POI in case the Successful Bidder fails 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 Seabed Leased Agreement.</p>	

50.	38.4	<p>Modified as follows</p> <p>For the purposes of meeting financial strength/ parameters, 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 strength/ parameters provided the Bidder has at least 26% (twenty six percent) equity in each Company whose accounts are merged in the audited consolidated account, and provided further that the financial capability of such entities (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.</p>
51.	38.5	<p>Modified as follows</p> <p>A Company/Consortium would be required to submit annual audited accounts for the last three financial years, viz. 2021-22, 2022-23, 2023-24 (or provisional accounts as on the day at least 7 days prior to the bid submission deadline instead of audited annual accounts for FY 2023-24), along with net worth and annual turnover certificate from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria as per the RfS. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the respective financial years as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located (instead of the immediately preceding financial year's audited accounts, provisional accounts as on the day at least 7 days prior to the bid submission deadline may be submitted).</p> <p><u>Note:</u> In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial years as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last three financial years 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 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.</p>
52.	38.8	<p>Modified as follows</p> <p>In case the response to RfS is submitted by a Consortium, then the financial 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.</p> <p>For example, suppose two companies A and B form a Consortium with equity participation in 70:30 ratio. In such case, the minimum requirement of Net-Worth to be demonstrated by Lead Member A would be Rs. 3885 Crores and the minimum Net-worth to be demonstrated by Consortium Member B would be Rs. 1665 Crores. Similar methodology shall be followed for computation of liquidity requirements as per Clause 38.2 above.</p>
53.	38.9	<p>New Clause</p> <p>For meeting the financial eligibility criteria, the Bidder shall be required to submit a certificate</p>

		issued by a practicing Chartered Accountant, certifying the outstanding credit limit in the Bidder's books of account, as per the audited accounts as of the last Financial Year, 2023-24, or as on the date at least 7 days prior to the bid submission deadline, as applicable. Such certificate may also be issued for the Affiliate(s) of the Bidder.	
54.	39.4	Under this RfS, the lower limit set for the bidder to quote (Seabed allocation fee) is Rs. 50 (fifty) Lakhs per Sq km per year. The bidder shall quote their required seabed allocation fee more than the lower ceiling limit.	Deleted.
55.	41.1	.... For e.g., if the Bid submission deadline is 18:00 hrs on 05.01.2022, the online Bid opening will be conducted on 08.01.2022....	.... For e.g., if the Bid submission deadline is 18:00 hrs on 05.12.2024, the online Bid opening will be conducted on 08.12.2024....
56.	42	<i>Techno-commercial Evaluation of Bidder</i>	<i>Not Used</i>
57.	43.2	Second envelope (containing Quoted Seabed allocation fee) of only those Bidders shall be opened whose preliminary qualification/eligibility is established as per the RfS and whose evaluated score is equal to or more than 60 (sixty).	Second envelope (containing Quoted Seabed allocation fee) of only those Bidders shall be opened who are shortlisted based on meeting the techno-commercial eligibility criteria as per Clauses 37 and 38 above.
58.	44.1	.....Accordingly, to the extent that a Bidder emerges as the highest scoring Bidder in more than 1 (one) Block, they shall be awarded the Block as per the order of preference indicated in their Bid, and the next highest scoring Bidder shall be declared the winning Bidder for such of the Blocks that are not so awarded.	.....Accordingly, in case the Bidder emerges as the highest (H1) bidder for more than one Block, it shall be allocated the Block it has given the highest preference in the order of preference as part of its response to RfS, and the next highest scoring Bidder shall be declared the winning Bidder for such of the Blocks that are not so awarded.
59.	44.4	In case of a tie between 2 (two) or more Bidders, the Bidder with the higher evaluated score shall be given preference. In case of a further tie, the Block will be awarded to the Bidder who has more experience of commissioning offshore wind energy projects.	In case of a tie between 2 (two) or more Bidders for a particular Block, the Bidder having the most experience in commissioning/execution of offshore wind energy projects (in terms of cumulative MW capacity) shall be given preference. In case of a further tie, the Block will be awarded to the Bidder demonstrating the highest Net worth. In case of a further tie, the Block will be awarded based on draw of lots.
60.	44.6	.... Provided that, if any force majeure event occurs (as defined in the Concession Agreement), the period for commissioning as set forth above shall be extended by a period equal in length to	.... Provided that, if any force majeure event occurs (as defined in the Seabed Lease Agreement), the period for commissioning as set forth above shall be extended by a period

		the duration for which such force majeure event subsists. ...	equal in length to the duration for which such force majeure event subsists. ...
61.	44.6. (ii)(a)	The commercial operation date of the Project is on the date which is no later than 5 (five) years from the date of execution of the Seabed Lease Deed	The commercial operation date of the Project is on the date which is prior to the date as on 7 (seven) years from the date of execution of the Seabed Lease Agreement. For eg, if the Lease Agreement is executed on 01.10.2025, the above deadline shall be 30.09.2032.
62.	44.6. (ii)(b)	The commercial operation date of the Project is on the date which is on or between 5 (five) and 6 (six) years from the date of execution of the Seabed Lease Deed	The commercial operation date of the Project is on the date which is on or between 7 (seven) and 8 (eight) years from the date of execution of the Seabed Lease Agreement. For eg, if the Lease Agreement is executed on 01.10.2025, 80% of the amount shall be refunded if COD is between (and including) 01.10.2032 and 30.09.2033.
63.	44.6. (ii)(c)	The commercial operation date of the Project is on the date which is on or between 6 (six) and 7 (seven) years from the date of execution of the Seabed Lease Deed	The commercial operation date of the Project is on the date which is on or between 8 (eight) and 9 (nine) years from the date of execution of the Seabed Lease Agreement. For eg, if the Lease Agreement is executed on 01.10.2025, 70% of the amount shall be refunded if COD is between (and including) 01.10.2033 and 01.10.2034.
64.	44.6. (ii)(d)	The commercial operation date of the Project is on the date which is later than 7 (seven) years from the date of execution of the Seabed Lease Deed	The commercial operation date of the Project is on the date which is later than 9 (nine) years from the date of execution of the Seabed Lease Agreement. For eg, if the Lease Agreement is executed on 01.10.2025, no amount shall be refunded if COD on or after 02.10.2034.
65.	Format 7.1	.... * The preferences of the Projects shall be considered if a Bidder emerges as the highest scoring Bidder in more than 1 (one) Block. ....	.... * The preferences of the Projects shall be considered if a Bidder emerges as the highest quoting Bidder in more than 1 (one) Block.
66.	Format 7.1	Addendum to Sl. 8 In case of our selection as the Successful Bidder under the RfS 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 Seabed Lease Agreement, committing total equity infusion in the SPV as per the provisions of RfS.	
67.	Formats 7.8 & 7.8A	.... We further declare that we have read the provisions of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including...	.... We further declare that we have read the provisions 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...
68.	Formats	Format 7.3B is hereby renamed as Format 7.3C. Formats 7.11, 7.12, 7.13 and 7.14 hereby stand deleted. Format 7.15 (Integrity Pact) is hereby renumbered as Format 7.11	
		Amendments in the Agreement to Lease document	
1.	2.1.2	Addendum to the Clause: NIWE shall not be responsible for any loss or damage suffered by the Successful Bidder due to any delay or failure in obtaining such applicable permits from concerned Government Instrumentalities.	
2.	2.1.3	The Successful Bidder shall make all reasonable endeavours to procure the Applicable Permits within the time stipulated, ...	The Successful Bidder shall make all endeavours to procure the Applicable Permits within the time stipulated, ...
3.	2.2.1	In the event that the Successful Bidder does not procure the Applicable Permits within the period stipulated therefor, and the delay is not the result of Force Majeure or for reasons totally attributable to MNRE and/ or the National Institute of Wind Energy, the Successful Bidder shall pay to MNRE damages ...	In the event that the Successful Bidder does not procure the Applicable Permits within the period stipulated therefor, and the delay is not the result of Force Majeure, the Successful Bidder shall pay to MNRE damages ...
4.	2.3.1. (a)	The Successful Bidder shall furnish in favour of MNRE a refundable security deposit for an amount of USD 1,000,000 (One million USD) in form of an irrevocable and unconditional guarantee from a bank incorporated in India and having a minimum net worth of INR 1,000,00,00,000 (Rupees One Thousand Crore) in the form set forth in Schedule II; and	The Successful Bidder shall furnish in favour of MNRE a refundable security deposit for an amount of INR 10,00,00,00,000 (Indian Rupees Ten Crores only) in form of an irrevocable and unconditional guarantee from a Scheduled Commercial Bank as listed by the Reserve Bank of India as on the date of issuance of the security deposit, in the form set forth in Schedule II; and <i>(Amount to be suitably modified in Schedule II also)</i>
5.	2.3.1. (c)	New Clause The Successful Bidder shall also furnish in favour of MNRE, a refundable Seabed deposit for an amount of INR 1,00,000 per MW (Rupees One Lakh per Mega Watt) of the capacity proposed to be developed as part of the Project in favor of MNRE, in form of an irrevocable and unconditional	

		guarantee from a Scheduled Commercial Bank as listed by the Reserve Bank of India as on the date of issuance of the Seabed deposit, in the form set forth in Schedule II .	
6.	2.4.2	In case the Successful Bidder fails to sign the Seabed Lease Deed within the timeframe set forth in Clause 2.3, and such failure is for reasons solely attributable to the Successful Bidder, the Successful Bidder shall be liable for damages in an amount calculated at the rate of 1% (one percent) of the AtL Security Deposit for each day's delay until signing of the Seabed Lease Deed.	In case the Successful Bidder fails to sign the Seabed Lease Agreement within the timeframe set forth in Clause 2.3, and such failure is for reasons solely attributable to the Successful Bidder, the Successful Bidder shall be liable for damages in an amount calculated at the rate of 1% (one percent) of the AtL Security Deposit for each day's delay until signing of the Seabed Lease Agreement, limited to the entire AtL Security Deposit.
7.	2.5(a)	due notice of the Force Majeure event has been given of the nature and extent of the Force Majeure...	due notice of the Force Majeure event has been given <u>to the other party including</u> the nature and extent of the Force Majeure...
8.	3.2.(g)	New Clause: the representation and warranties mentioned in this Clause 3.2 are subject to the provision of the RfS and the Agreement to Lease for survey.	

FORMATS AMENDED AS FOLLOWS

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 _____ (*insert title of the RfS*), 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 18 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. _____ (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/OWPD, to make any claim against or any demand against the SPV/OWPD or to give any notice to the SPV/OWPD;
 - (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/OWPD;
 - (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 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. #:

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 2023-24 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 36.1 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 Average Annual Turnover Criteria, by demonstrating the Average Annual Turnover of INR _____ (_____in words) for the Financial years 2021-22, 2022-23 and 2023-24/the day at least 7 days prior to the bid submission deadline (choose one).

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Average 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*	Average 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]*

Average 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)	Average Annual Turnover (in Rs. Crore)	Equity Commitment (in %) in Bidding Consortium	Proportionate Average 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

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.

Regn. No. of the CA's

UDIN:

Firm:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

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#:

E-mail address#

To

[Enter Address of SECI]

Sub: Response to RfS No datedfor 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.