



**Request for Selection (RfS) Document
for
Selection of RE Power Developers for Supply of 1200
MW of Round-the-Clock (RTC) Power from ISTS-
connected Renewable Energy (RE) Power Projects in
India, under Tariff-based Competitive Bidding
(SECI-RTC-IV)**

RfS No. SECI/C&P/IPP/13/0019/24-25 dated 30.10.2024

Tender Search Code on ISN-ETS: SECI-2024-TN000048

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

DISCLAIMER

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

Place: New Delhi

Date: 30.10.2024

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	1. Selection of RE Power Developers for Supply of 1200 MW Round-the-Clock (RTC) Power from ISTS-connected RE Projects in India 2. Land and Connectivity shall be in the scope of the RE Power Developer.				
(B)	RfS NO. & DATE	SECI/C&P/IPP/13/0019/24-25 dated 30.10.2024				
(C)	TYPE OF BIDDING SYSTEM	<table border="1"> <tr> <td>SINGLE BID SYSTEM</td><td> </td></tr> <tr> <td>TWO BID SYSTEM</td><td> Yes </td></tr> </table>	SINGLE BID SYSTEM		TWO BID SYSTEM	Yes
SINGLE BID SYSTEM						
TWO BID SYSTEM	Yes					
(D)	TYPE OF RfS/ TENDER	<table border="1"> <tr> <td>E-TENDER</td><td> Yes </td></tr> <tr> <td>MANUAL</td><td> </td></tr> </table>	E-TENDER	Yes	MANUAL	
E-TENDER	Yes					
MANUAL						
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document				
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON- REFUNDABLE)	<table border="1"> <tr> <td>APPLICABLE</td><td> Yes </td></tr> <tr> <td>NOT APPLICABLE</td><td> </td></tr> </table> Amount: INR 50,000/- (Indian Rupees Fifty Thousand Only) plus applicable GST, to be submitted through NEFT/ RTGS transfer in the account of SECI, along with the response to RfS	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						

(G)	BID PROCESSING FEE	<table><tr><td>APPLICABLE</td><td> Yes </td></tr><tr><td>NOT APPLICABLE</td><td> </td></tr></table> Rs. 20,000/MW + GST for the quoted Contracted Capacity, subject to a maximum amount of Rs. 20,00,000 + GST for the response to RfS, to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfS.	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(H)	EARNEST MONEY DEPOSIT (EMD)	<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	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(I)	PERFORMANCE BANK GUARANTEE	<table><tr><td>APPLICABLE</td><td> Yes </td></tr><tr><td>NOT APPLICABLE</td><td> </td></tr></table>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal and/or SECI website.				
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal				
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal				
(M)	e-REVERSE AUCTION (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.				
(N)	CONTACT DETAILS OF ISN-ETS Portal	M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com				

(O)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)	Sh. Ajay Kumar Sinha General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited 6 th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023 Contact No. : 011 24666220 Email : contracts@seci.co.in
(P)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	1) Sh. Pratik Prasun Sr. Manager (C&P) Contact No.: 011-24666237 pratikpr@seci.co.in 2) Sh. Biblesh Meena Manager (C&P) Contact No.: 011-24666270 biblesh@seci.co.in 3) Sh. Abhisekh Srivastav Manager (C&P) Contact No.: 011-24666260 abhisheksri@seci.co.in 4) Sh. Jayansh Gaur Deputy Manager (C&P) Contact No.: 011-24666281 jayansh.gaur@seci.co.in

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

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

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

- 1.1 Solar Energy Corporation of India Limited (hereinafter referred to as “SECI”) is a “Navratna” Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2 Government of India’s continued emphasis on enhancing RE power’s share in the national energy mix has transformed Indian energy sector significantly. With the intervention of Government of India, through MNRE, the risks associated with solar and wind power sector have been brought down by way of advanced arrangement of land and evacuation through solar parks, green energy corridors, a secure and standardized PPA for 25 years with elaborate mechanism for risk apportionment and compensations, payment security, etc.
- 1.3 The rapid growth trajectory of renewable energy (RE) witnessed in the past decade has led to innovative solutions being designed, with increasing focus on increasing dependency on RE power for meeting the daily demand of Distribution Companies (DISCOMs). With the advancement in Energy Storage technologies, coupled with downward trend of energy storage costs, the RE sector offers a unique opportunity to offer “firm and dispatchable” supply of power to DISCOMs.
- 1.4 With the objective to provide firm and dispatchable RE (FDRE) power to the DISCOMs through renewable energy sources, to facilitate the scale up of renewable capacity addition and achieve economies of scale, to facilitate fulfilment of RPO requirement of the obligated entities, Ministry of Power has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems,” vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 to enable procurement of FDRE by DISCOMs from grid-connected RE Projects, complemented with Energy Storage, through tariff based competitive bidding process. 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.
- 1.5 As part of the Guidelines, SECI hereby invites proposals for setting up of ISTS-connected RE Projects for supply of 1200 MW Power on “Round-the-Clock” (RTC) basis from ISTS-connected RE Power Projects in India, under the Build-Own-Operate (BOO) model. SECI shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The standard PPA document is available for download from the ISN-ETS portal <https://www.bharat-electronictender.com>.

- 1.6 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 Buying Entity 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 and sale of such power to the Buying Entity entirely on back-to-back basis, based on due performance by the RE Power Developer (RPD) as well as the Buying Entity(ies).
- 1.7 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.
- 1.8 Bidders who have already commissioned RE Projects/storage projects or are in process of constructing such projects 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), pursuant to Clause 11 of the RfS. It is clarified that the Bidders who have already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or with any State-owned Distribution Company (DISCOM) 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). Further, the Projects, which are under litigation as on the bid submission deadline, are also not allowed to be offered under this RfS. In case, it is found at any stage of bid evaluation/ Project implementation that the bidder has participated in this tender after suo-moto termination of any tied-up PPA then the submitted bid/awarded capacity shall be liable for termination by SECI.
- 1.9 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/RPD shall be governed by the RfS Documents/Agreement signed between SECI and the RPD for the Project.
- 2.2 Interested Bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves

registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, Gurugram, 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 RfS.

- 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 the 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. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail. 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.
- 2.6 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.

2.7 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 RE Power Developer (RPD) shall set up ISTS-connected RE Power Project(s), including the transmission network up to the Interconnection/ Delivery Point(s), with the primary objective of supplying RE power to SECI, at its own cost and as per the provisions of the RfS and PPA.
- 3.2 Identification of land, installation and ownership of the Project(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 RPD. For the purpose of STU interconnection, RPD 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 RE Power Projects. However, the selection of Projects would be technology agnostic.

4 *Total capacity offered*

- 4.1 Selection of RE Power Projects for a total Contracted Capacity of 1200 MW will be carried out through e-bidding followed by e-Reverse Auction process.
- 4.2 **RTC configuration**
- i. RE Projects are required to be designed for interconnection with the ISTS substation at voltage level of 220 kV or above. However, for STU/InSTS connected project, voltage level may be as per the concerned State Regulations.
 - ii. The RfS has been issued for procurement of cumulative “Contracted Capacity” of 1200 MW, which corresponds to RTC power from the Projects.
 - iii. Energy Storage Systems (ESS) shall mandatorily constitute part of the Project. It is clarified that ESS charged using a source other than RE power would not qualify as RE power. For avoidance of any doubt, it is hereby clarified that ESS may be owned by the RPD or may be tied-up separately with a third party by the RPD, for supply of power. The ESS technology can be changed by the RPD at any time during the Term of the PPA. Any change in the ESS component during the term of the PPA shall be at the risk and cost of the RPD and under intimation to SECI.
 - iv. The capacity (in MW) quoted by the Bidders in the Covering Letter (and the LoA issued by SECI) shall mean “Contracted Capacity”.
 - v. For a Contracted Capacity of 250 MW (for e.g.), the “Installed Capacity” as per the General Network Access (GNA) Regulations can be more than Contracted Capacity. Project Capacity shall mean rated AC capacities of Solar PV, Wind power and other RE based components along with energy storage as committed to be installed under the PPA, and shall be equal to the installed capacity committed under the Connectivity granted under the GNA Regulations. It is to be noted that prior to commencement of supply of power under the PPA, the installation and commencement of power supply

from the corresponding committed rated capacity of RE generating components as declared in the PPA, may be verified by the SECI.

- vi. A “Project” under the RfS, PPA and PSA refers to the “RE Project”, along with ESS, which forms part of the RTC configuration declared under the PPA. For avoidance of doubt, it is clarified that a single RPD may break up the cumulative awarded Contracted Capacity into multiple Projects. Each such Project may comprise any combination of RE components and ESS within the provisions of the RfS. In case the RPD chooses to install multiple Projects under the cumulative Contracted Capacity awarded, the “Installed Capacity” for which connectivity has been granted for each Project, shall be considered separately for each Project.
- vii. The RE component sizing should be suited to meet the RTC power supply requirement of the Buying Entity, as detailed in Clause 8 of the RfS.
- viii. For each Project, the Project configuration, i.e. the Installed Capacity proposed, will be submitted by the Bidder at the time of bid submission. The above configuration can be changed by the RPD until the Scheduled Commencement of Supply Date (SCSD)/extended SCSD of the Project. SECI shall communicate any change in configuration to Buying Entity(ies).

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 cumulative Contracted Capacity of **50 MW** and a maximum quantum of **600 MW**, in the prescribed formats. The cumulative Contracted Capacity shall be quoted in multiple of 10 MW only.

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

- 5.2 The cumulative Contracted Capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to **600 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 locations chosen by the Bidder/RPD at its own risk, cost and responsibility. For a single Project, the RE generation components, along with ESS, may either be co-located, or may be located at different locations. The

different Project components can be connected with ISTS network at different ISTS substations. However, Project location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS.

- 6.2 The term “Project” shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project capacity or the Installed Capacity as quoted by the Bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).
- 6.3 The RPDs are free to change the Project location and/or Delivery Point until the deadline for Financial Closure as per Clause 21 of the RfS.
- i. In this regard, any change in Delivery Point from the one mentioned in the Covering Letter at the time of bid submission shall be allowed till the deadline to apply for connectivity, subject to the condition that the Scheduled Commissioning Date of the proposed new Delivery Point is on or before 30th June, 2028.
 - ii. Subsequent to lapse of the deadline to apply for connectivity, any 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 RPD.

In this case, the RPD will be required to apply for connectivity at the proposed substation within 7 working days of intimation of approval for the same by SECI.

In case the RPD fails to obtain connectivity on account of reasons attributable to it, including but not limited to failure to apply for connectivity within the deadline as per Clause 7.10 of the RfS, the RPD will not be eligible for corresponding extension in the timelines for meeting the Project milestones.

7 Connectivity with the Grid

- 7.1 The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. In case the Buying Entity is located in the same State where the Project is located, the RPD may choose to interconnect the Project at the STU/InSTS Substation at a minimum voltage level as per the applicable State regulations. The relevant provisions of the RfS, PPA and PSA documents referring to ISTS Substations as the Delivery Point shall also mean STU/InSTS substations, wherever applicable. Similarly, reference to CEA regulations with respect to connectivity and synchronization with the grid will also mean reference to the applicable SERC/State Government regulations for InSTS-connected Projects. For interconnection with the grid and metering, the RPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS shall be 220 kV.
- 7.2 The responsibility of getting the ISTS connectivity shall entirely be of the RPD and shall be at the cost of the RPD, in line with applicable regulations. In case of the Project being set up in a Solar Park/RE Park, applicable connectivity regulations shall govern the scope

of the RPD. 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 RPD at its own cost. In case an RPD is required to use InSTS to bring RE power at ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of transmission system up to the Interconnection Point(s) shall be responsibility of the RPD, to be undertaken entirely at its risk and cost.

- 7.3 The arrangement of connectivity can be made by the RPD through a 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 RPD.
- 7.4 The RPD shall be required to follow the Detailed Procedure as issued by CERC/CTU under the General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022, 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 (RPD 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.
 - iv. Substations identified for RE capacity under para 3, 4, 5, and 9 of 'Transmission System for Integration of over 500 GW RE Capacity by 2030' published by CEA on its website, https://cea.nic.in/wpcontent/uploads/psp_a_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030.pdf, including subsequent revision therein from time-to-time.

The substation being chosen in line with Sl. i, ii, iii, iv above, should have a scheduled commissioning date on or before **30th June, 2028**. The Bidder is required to provide the proof in this regard at the time of bid submission, as part of Format- 7.1 of the RfS

Bids indicating substations outside the above 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 RPDs and copies of the same will be submitted to SECI/CTU as required.
 - iii. The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC/RPC concerned.
 - iv. In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the RPDs who share such a Pooling arrangement, based on their monthly generation
- 7.7 The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the RPD and any financial implication on account thereof shall be borne by the RPD. In order to remove potential discrepancies and ambiguities, the RPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entities, as per the Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the RPD for its early rectification without any liability on SECI. The RPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
- 7.8 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by RPD as per provisions of PPA.
- 7.9 Pursuant to Clause 7.4 above, the Buying Entities will be responsible for obtaining General Network Access (GNA), all transmission charges and losses and any other charges as applicable under the respective regulations beyond the Delivery Point.
- 7.10 In case the ESS component is located separately from the RE generating components of a Project, the charges for charging the ESS, as applicable under GNA regulations and other orders issued by MoP/CERC will be borne by the RPD.
- 7.11 The RPDs will be required to apply for connectivity at its identified substation(s), as mentioned in the Covering Letter (Format 7.1), within 30 days after the Effective Date of PPA, and shall furnish copies of the application, complete in all respect, to SECI within

15 days of date of filing of application. RPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to SECI.

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

After fulfilling the compliances, in case the RPD fails to obtain the full/part connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the RPD to SECI. In such case the RPD will be allowed for another 90 days to apply for connectivity from the date of rejection by the CTU.

8 Power Supply by the RE Power Developer

8.1 Criteria for Power Supply

- a. **Demand Fulfilment Ratio:** The procurement shall be in power (MW) terms. The RPD shall supply RE power in Round-the-Clock manner, **maintaining a minimum Demand Fulfilment Ratio (DFR) of at least 80% on annual basis**, along with **maintaining a minimum DFR of 75% on monthly basis**, and maintaining a **minimum DFR of 90% during the Peak Hours**.
- b. “Demand Fulfilment Ratio” in a particular time-block for scheduling shall be calculated as follows: $DFR = [Power\ Injection\ Scheduled\ by\ the\ RPD\ (MW) \div Contracted\ Capacity\ (MW)]$, subject to the maximum value of DFR being 1. The RPD’s performance against this metric will be measured by:
 - (i) Calculating the average DFR of all the time-blocks during the month in a Contract Year, to measure the DFR compliance on monthly basis;
 - (ii) Calculating the average DFR of all the time-blocks in a Contract Year, to measure the DFR compliance on annual basis;
 - (iii) Calculating the average DFR of all the time-blocks in the Peak Hours during the month in a Contract Year, to measure the DFR compliance for Peak Hours.
- c. Peak Hours will be maximum four hours out of the 24 hours in a Day, which shall remain fixed for a calendar month, as selected by the respective Buying Entity(ies). The selection of Peak Hours for a calendar month will be intimated by the Buying Entity to the RPD prior to start of that calendar month. In case of non-receipt of Peak Hours schedule from the Buying Entity by the last date of previous calendar month, the Peak Hours for that calendar month shall be 06:00 Hrs.- 08:00 Hrs. in the morning and 19:00 Hrs.-21:00 Hrs. in the evening. For avoidance of doubt, in case of a Project being mapped to more than one Buying Entity, the RPD shall have to meet the energy supply criteria for the sum of the Peak Hours in line with the provisions of

the RfS/PPA, subject to the maximum Peak Hours to be chosen by all the Buying Entities being limited to 4.

- d. In case of the power being re-mapped /diverted to some other Buying Entities, the RPD will have to comply with the peak hour supply requirement of those new Buying Entities.
- e. In case of change in Peak hours as notified by the Buying Entities, same will have to be complied by the RPD.
- f. Pursuant to the provisions of Clause c above, the RPD shall plan the despatch of electricity and convey its scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003.
- g. It is mandated to make available the Project to the Buying Entity on a Round-the-Clock basis. The generated energy shall be dispatched through scheduling of power by the Buying Entity.
- h. The renewable energy component (including Energy Storage System (ESS) component charged with RE sources) bought under this RfS shall be eligible for RPO compliance. The apportionment of RPO between solar & non-solar shall be on the lines of principle adopted in case of hybrid plants.
- i. The RPD shall schedule power on day-ahead basis. The Buying Entities shall compulsorily off-take all such power, subject to the maximum power scheduled in any time-block being equal to the Contracted Capacity.
- j. The RPD shall offer power such that 100% of the annual energy offered corresponds to RE power. The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements outside the PPA as per extant regulations, towards meeting the supply conditions stipulated in the RfS/PPA.

8.2 **Shortfall in Power Offered**

- a) Subsequent to commencement of power supply from the full Contracted Capacity or the Contracted Capacity finally accepted by SECI, if for any Contract Year, in case the Project's DFR is less than the parameters as specified in Cl. 8.1.a above, save and except in case of Force Majeure, such shortfall in performance shall make the RPD liable to pay the penalty provided in the PSA (Power Sale Agreement) as payable by SECI to Buying Entity and the RPD shall duly pay such penalty to SECI to enable SECI to remit the amount to Buying Entity.
- b) The amount of penalty against shortfall for monthly and annual DFR requirements shall be equal to 1.5 times the cost of this shortfall in energy terms, calculated at the PPA tariff. In case of shortfall against meeting the Peak Hour DFR requirement, the

- penalty shall be 2.5 times the cost of this shortfall in energy terms, calculated at the PPA tariff.
- c) For the purpose of meeting the minimum DFR criteria on monthly and Peak Hour basis, energy reconciliation will be carried out on monthly basis, along with the annual energy reconciliation.
 - d) In a particular Contract Year, in case of shortfall in meeting annual DFR, along with shortfall in meeting monthly DFR requirements, the maximum of the 2 penalties will be applicable. The penalty for shortfall in meeting min. DFR requirement during Peak Hours will be levied over and above the penalty for shortfall in meeting the minimum monthly and annual DFR requirement. Illustration to this effect is enclosed at Annexure-C of the RfS.
 - e) The detailed list of documents required for verification of energy supply and performance of the Project will be intimated to the RPD subsequent to commencement of power supply. For each month in a Contract Year, the above data will be required to be submitted by the respective RPD to SECI within 10 days after expiry of the previous month, for verification of the performance parameters for calculating applicable penalty on account of shortfall, if any.

8.3 **Excess Power Supply**

In order to allow optimization of operation of RE Power generating systems, the RPD is allowed to supply power in excess of the Contracted Capacity in any time-block, to any third party or power exchange, without requiring any No-Objection Certificate (NOC) from SECI/Buying Entity. In case such power is purchased by the Buying Entity, it shall be purchased at the PPA tariff (plus SECI's trading margin). The RPD may also sell the power which was offered to SECI/Buying Entity (within the Contracted Capacity) but not scheduled by SECI/Buying Entity, to any third party or power exchange without requiring NOC from SECI/Buying Entity on day ahead basis. It may be noted that at any instance of energy supply from the Project, priority shall be accorded to meet the energy requirements as per PPA, before selling any quantum in the open market.

Any instance of third-party sale of power from the Project by the RPD, while the Contracted Capacity in any-time block remains unfulfilled, shall constitute a breach of RPD's obligations under the PPA and make the RPD liable for penalty @2 times of extant market rate/kWh (reference rate being the highest of the applicable rates in the DAM/G-DAM/RTM of all Power Exchanges operating in India on that day) for the quantum of such sale. In the event of early part commencement of power supply from the Project/ early commencement of supply of power from individual Project component/ non-availability of GNA/ transmission line constraints/ intentional scheduling of power by the RPD to a third party/ any other case, SECI shall analyze the actual constraints and power evacuation details and the applicability of this penalty shall be determined based on this analysis.

The RPD can repower the Project at any stage at its own risk and cost, if required in order to meet the energy supply requirements from this Project. It is to be noted that the

summation of generation schedule of RE Power to the Buying Entity from multiple sources and/or locations cannot be more than the Contracted Capacity specified in the PPA. The RPD may, however, apply for connectivity and access (if applicable), in accordance with extant regulations.

9 Commencement of Power Supply

The RPD shall commission the Project in line with provisions of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the RPD proposing the Project or its part (including single component) for commissioning, shall give to SECI and the Buying Entity, a preliminary notice not later than 60 days prior and advance notice not later than 30 days prior to the proposed commissioning date. Further, the RPD shall also give a notice of a period not less than 7 days, for trial run or repeat of trial run, to the concerned RLDC(s), 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.

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

- i. Intimation regarding the 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 Solar PV modules, Wind Turbine Generators (WTGs), ESS component(s), inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the RPD 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 RPD has obtained 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 RPD 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 PV modules, WTGs, ESS component(s), 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 Project components at site along with certified summary sheet by the authorized signatory.

- x. Coordinates of WTGs, KML files for the Solar PV component (specifying each block), details of ESS, RLMM/ALMM certificates, insurance documents of Project, online monitoring facility as per the RfS.
- xi. Connectivity documents: RPD will be allowed to start the commencement of Power prior to start of connectivity at its own risk and cost, subject to availability of margin for power evacuation in the ISTS System and permission of CTUIL/RLDC.
- xii. Certificate of compliance of Financial Closure milestone.

In case the RPD fails to submit the abovementioned documents 15 days prior to the proposed date of trial run to SECI, then No-Objection Certificate (NOC) towards sale of infirm power will not be issued to the RPD. In this case, if it is found that the infirm power is being scheduled to any third party/ power exchange without obtaining NOC from SECI, the RPD will be liable to pay compensation to SECI for the amount corresponding to 50% of the Applicable Tariff as per PPA, only if the tariff is higher than 50% of the Applicable Tariff as per PPA. Such compensation will be passed on to the Buying Entity after deducting SECI's trading margin.

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 RPD shall be required to obtain No-objection certificate (NOC)/PPA Compliance Certificate 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 RPD. 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 RPD 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.

The RPD shall be required to obtain NOC from SECI prior to sale of infirm power to any third party prior to declaration of COD. However, in case the Buying Entity is ready to offtake that infirm power as per regulations prior to declaration of COD then such infirm power shall be scheduled to the Buying Entity in line with Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023. In case the infirm power is off-taken by Buying Entity, then such power shall be purchased at 50% of the Applicable Tariff (as per Article 9.1 of PPA). In case Buying Entity does not consent to purchase such infirm power, the right of refusal shall then vest with SECI.

9.1 **Part Commencement of power supply**

Part commencement of supply of power from the Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty in terms of the PPA on the part which has not yet commenced supply of power. In case of part commencement of supply, the DFR

measurement will also be proportionately adjusted to the extent of the part Contracted Capacity, and any power being supplied over and above the part Contracted Capacity will be treated as excess power under the RfS/PPA.

However, the Scheduled Commencement of Supply Date will not get altered due to part commencement of supply. Irrespective of dates of part commencement of power supply, the PPA will remain in force for the period as specified in the PPA.

Penalty on account of shortfall in Project performance during the first year after the commencement of supply of power shall be recovered by encashing the PBG submitted by the RPD, in case the penalty is not paid by the RPD.

9.2 **Commencement of Supply schedule and Penalty for Delay in Commencement of 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 07.12.2024, then SCSD shall be 07.12.2026).
- 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) (for e.g., if SCSD is 07.12.2026, then the above deadline for commencement of power supply shall be 07.06.2027).
- c. In case of delay in commencement of power supply beyond the SCSD until the date as per Clause 9.2.b above, as part of penalty, the PBG 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 Contracted Capacity of 250 MW, if commencement of power supply from 100 MW of Contracted Capacity gets delayed by 18 days beyond the SCSD, then the penalty shall be calculated as: $PBG \text{ amount} \times (100/250) \times (18/180)$. For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.
- d. For delay in commencement of power supply beyond the date as per Clause 9.2.b above, the Contracted Capacity shall stand reduced/amended 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.

10 ***Delay in Commencement of power supply on Account of Delay in readiness of ISTS evacuation infrastructure/ Start Date of Connectivity***

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 by 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 Start Date of Connectivity by the CTU and/or there is a delay in readiness of the ISTS substation at any Delivery Point beyond SCSD of the Project, 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 RPD 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 RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and
- iii. The delay in Start Date of connectivity/GNA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the RPD;

The above shall be treated as delays beyond the control of the RPD and 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 Start Date of Connectivity. 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 RPD, 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 RPD, 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 RPD.

11 Early Commencement of supply of power

- 11.1 The RPD shall be permitted for commencement of supply of power from full as well as part capacity of the Project even prior to the SCSD, subject to availability of transmission connectivity and General Network Access (GNA). Early commencement of power supply under the PPA will be allowed solely at the risk and cost of the RPD, and first right of refusal for offtake of such power will be vested with the Buying Entity. In cases of early part or full commencement of supply of power, the RPD shall give fifteen (15) days' advance notice to both Buying Entity and SECI regarding the advance commissioning of full or part capacity. Buying Entity and SECI shall give acceptance for availing such power within 15 days from the date of service of such notice. In case, both the Buying Entity and SECI do not give their acceptance to purchase power within the above stipulated period, the RPD can sell the power to the extent not accepted by the Buying Entity and SECI in the power exchanges or through bilateral arrangements until SCSD or the date of commencement of procurement of power from the Project as notified by SECI, whichever is earlier.

Provided that in case both the Buying Entity and SECI give their acceptance to purchase of power, the Buying Entity will be accorded priority in availing such power. In case the designated Buying Entity does not give its acceptance, then SECI can offtake such power directly or designate another potential buyer/entity to offtake such power at the Applicable Tariff as per PPA.

In case SECI/Buying Entity agrees to purchase power from such early part/full Contracted Capacity prior to SCSD, such power will be purchased by SECI at the PPA tariff and sold to the Buying Entity at the PSA tariff and other terms and conditions of power procurement may be in reference of the PPA & PSA on back-to-back basis.

- 11.2 In case of multiple Project components, and if one or more such component (wind, solar PV or any other RE source) is/are ready for injection of power into the grid, but the remaining component(s) is/are unable to commence supply of power, the RPD 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 @ 50% 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. 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(s) is/are ready, the power supply from such component is not wasted. The above scenario will be applicable until the RPD is ready to commence power supply as per the provisions of Clauses 9 and 11 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 logging into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure - D). The Bidder shall be eligible to submit/upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS.

13 *Cost of Documents & Bid Processing Fees*

Prospective Bidders are required to submit their Project proposals in response to this RfS document along with non-refundable Cost of RfS Documents 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 against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.

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.

Note: 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 35 on its own financial credentials. 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 Affiliate, 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 Affiliate and, the bid submitted by such Bidder/ Bidding Consortium

shall be considered as non-responsive under Clause 25.(a) and Clause 25.(h) of the RfS, and the bid will be summarily rejected.

14 Project Scope & Technology Selection

Under this RfS, the RPD shall set up the Project including the 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(s) and/or transmission network upto the Interconnection/ Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the RPD. The Projects to be selected under this scheme provide for deployment of RE and ESS capacities. However, the selection of Projects will be technology agnostic.

15 Clearances Required from the State Government and Other Local Bodies

The RE Power Developers are required to obtain all necessary clearances and permits as required for setting up the 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. Approval for water from the concerned authority (if applicable) required for the Project.
- d. RPDs setting up Projects in the vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 90 days of Effective Date of PPAs or 30 days from the date of possession of the land identified for the Project, whichever is later, and forward the copies of application to SECI within 07 days of filing the applications.
- e. In case of Projects being set up in the States of Gujarat & Rajasthan, the RPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
- f. 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 RPD shall submit an undertaking in this regard, and it shall be deemed that the RPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the RPD. The RPD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

The RPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Project is located. It shall be the responsibility

of the RPD to remain updated about the applicable charges payable to the SNA under the respective State Policy.

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

16 Earnest Money Deposit (EMD)

- 16.1 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:

EMD amount = **Rs. [9,42,000 * S + 12,98,000 * W + 3,41,000 * E],**

where,

S= Rated cumulative Installed Capacity of Solar component (in MW);

W= Rated cumulative Installed Capacity of Wind component and other RE generating sources (in MW);

E= Rated cumulative Installed Capacity of the ESS component (in MWh);

The EMD shall be submitted by the Bidder along with the bid in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, 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.

- 16.2 The Bidder shall furnish the Bank Guarantee towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or by the 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 the Bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable, provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

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

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

16.4 Forfeiture of EMD:

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

- i. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- ii. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 20 of the RfS or does not execute the PPA within the stipulated time period;
- iii. If after issuance of LoA, it is found that the documents furnished by the Bidders as part of response to RfS are misleading or misrepresented in any way;
- iv. If the Bidder fails to furnish required Performance Bank Guarantee/POI/Surety Bond in accordance with Clause 17 of the RfS.

16.5 Payment on Order Instrument (POI): As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Energy Development Agency (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3B of the RfS, within the timelines as per Clause 16.1 above, for the amount and validity period as per those Clause 16.1 above.

16.6 Insurance Surety Bond (Surety Bond): As another alternative to submission of EMD as above, the bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond 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 be furnished as per Format 7.3C of the RfS, within the timelines as per Clause 16.1 above, for the amount and validity period as per Clause 16.1 above.

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

PBG amount = Rs. [23,55,000* S + 32,45,000* W + 8,52,500 * E],

where,

S= Rated cumulative Installed Capacity of Solar component (in MW);

W= Rated cumulative Installed Capacity of Wind component and other RE generating sources (in MW);

E= Rated cumulative Installed Capacity of the ESS component (in MWh);

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 7.3D with a validity period up to (& including) the date as on 21 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 RPD. 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 RPD prior to expiry of validity of the PBG.

Further, in case of delay in part/full commencement of supply of power beyond SCSD, prior to declaration of commencement of supply by the RPD from such part/full Contracted Capacity, the RPD shall be required to submit an additional PBG corresponding to the amount of applicable penalty, as per provisions of Clause 9.2.c, on that part/full Contracted Capacity.

- 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 4.2 above, for which modified connectivity is granted for the Project, the RPD 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 The PBG is required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the Successful Bidder at an earlier date, if the Bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, 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 PBG shall be submitted separately for each Project. The RPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 35.3 of the RfS.
- 17.5 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 D (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 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(s) 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/RPD 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/RPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd. and a confirmation in this regard is received by SECI. Message Type: IFN760COV is to be used by the issuing bank.
- 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. The PBG shall be returned to the RPDs upon completion of one year after commencement of supply of power from the last part capacity/capacity finally accepted under the PPA, after taking into account any penalty due to delays in commencement of supply of power and performance shortfall in supply of power as per Clauses 9.1 and 9.2 of the RfS.
- 17.12 **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the RPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Energy Development Agency (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 E 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 RPD 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.

17.13 Insurance Surety Bond (Surety Bond): As another alternative to submission of PBG as above, the RPD also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond 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 be furnished as per Format 7.3F of the RfS, within the timelines as per Clause 17.1 above, for the amount and validity period as per Clause 17.1 above. In case the RPD chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 17.1 above, will be applicable in this case too.

17.14 The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee (PBG)/Payment on Order Instrument (POI)/Insurance Surety Bond”.

17.15 It may be noted that the EMD and PBG calculation methodology as brought out above, is subject to acceptance of the same as part of tariff adoption by the Appropriate Commission. Any revision in the EMD and/or PBG values as directed by the Appropriate Commission shall be acceptable to the RPD.

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 Lakhs only/MW)+ applicable taxes, 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 RPD 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 + applicable taxes of the revised Installed Capacity.

18.2 Any delay in depositing the said amount to SECI as mentioned above within the stipulated timelines shall attract late payment charges @18% per annum + applicable taxes, 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 subsequent to signing of PPA 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). Refund of Success Charges in case of reduction in the Installed Capacity shall not be accompanied with any interest refund, and GST refund will be as per applicable rules.

- 18.3 **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 RPD 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.

It is hereby clarified that in case a Bidder opts for coverage under the PSM in line with this Clause, by undertaking to give a discount in the Covering Letter (Format 7.1) submitted as part of its response to RfS, the same will be applicable for the entire term of the PPA, i.e. this discount shall be provided by the RPD in each monthly bill raised under the PPA for the entire term of the PPA. In the alternate scenario, in case the Bidder does not opt for coverage under the PSM in line with this Clause, it shall not be eligible to be covered under the PSM for the entire term of the PPA.

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 7.9. 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) Shri Rakesh Mohan, IA&AS (Retd.), E Mail Id: rmohan1987@gmail.com
- b) Shri Kesheo Prasad Dubey, IFoS (Retd.), E Mail Id: kesheodubey@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 RPD, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designed Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India
Kind Attn.: GM (C& P)
Telephone No.: - 0091-(0)11-71989220

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

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

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

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

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

20 Power Purchase Agreement (PPA)

20.1 SECI shall enter into Power Purchase Agreements (PPAs) with Bidders selected based on this RfS. A copy of standard PPA to be executed between SECI and the selected RPD is available on ISN-ETS Portal and also on SECI's website. The PPA signing date will be intimated by SECI subsequent to issuance of Letter of Award (LoA). PPA(s) will be executed between SECI and Selected Bidder or its SPV, separately for each Project.

Note: The PPA will be executed between SECI and the RPD as per the breakup of the cumulative Contracted Capacity as 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 RPD subsequent to issuance of LoA up to the date as on 30 days from issuance of LoA. For example, if the Bidder has been issued a single LoA for a cumulative capacity of 200 MW, the Successful Bidder may choose to split the 200 MW into more than one Project (2 x 100 MW, for example), within the above deadline.

The Installed Capacity break-up, as submitted as part of the Bidder's response to RfS can be changed by the RPD, in line with Clause 4.2 of the RfS. Delay in meeting the PPA timelines on account of changes in the Installed Capacity, 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 Contracted Capacity(ies).

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 RPD shall submit a detailed completion Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the land procurement, grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc. The RPD shall also submit the progress report to SECI in a form acceptable to SECI and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by SECI.

- 20.2 The PPAs shall be valid for a period of 25 years from the SCSD. The RPDs are free to operate their projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the RPD, SECI and the Buying Entities, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.
- 20.3 The Performance Bank Guarantee as per Clause 17 above and Success Charges as per Clause 18 above, shall be submitted by the RPD prior to signing of PPA. Before signing of PPA between SECI and the RPDs, SECI will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the RPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 20.4 Successful Bidders will have to submit the required documents for PPA signing to SECI within 70 days from the issue of LoA or 30 days prior to date of signing of PPA as intimated by SECI, whichever is earlier. 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 of signing of PPA. In case SECI intimates to the Successful Bidder a particular date as the date for signing of PPA and the PPA signing gets delayed on account of reasons attributable to the RPD, the date as specified by SECI shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.
- 20.5 Back-to-back Power Sale Agreement(s) (PSA(s)) in respect of all rights and obligation under the PPA between the RPD and SECI, will be executed by SECI with the Buying Entities for sale of power to the Buying Entities, with the Buying Entities assuming all the obligations of SECI under the PPA. SECI's obligation to RPD under the PPA shall also be on the back-to-back basis as provided in the PPA and the corresponding PSA.
- Power procured from the Project awarded under this RfS shall be allocated on back-to-back basis to the Buying Entities at the discretion of SECI, in consultation with Buying Entities. Various provisions provided in the SECI-RPD 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.
- 20.6 The RPD will be free to repower the Projects from time to time during the PPA duration at its own risk and cost, pursuant to Clause 8 above. However, SECI/Buying Entities will be obliged to buy power only upto the Contracted Capacity as per the PPA.
- 20.7 In addition to the above, subsequent to signing of PPA, the RPD shall be required to submit the monthly Project status on 5th day of every calendar month as per Annexure-E of the RfS.
- 20.8 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 the RPD (if sought

by the RPD) for third-party sale of power from the Project until signing of PPA. The NOC so granted shall be withdrawn by SECI once the readiness of off-take of the power as per PPA is intimated by SECI with a notice period of 7 calendar days.

21 Financial Closure or Project Financing Arrangements

- 21.1 The Projects shall achieve Financial Closure by the date as on 6 months prior to the SCSD/ extended SCSD. (For e.g. if SCSD of the Project is 07.12.2026, then scheduled Financial Closure date shall be 07.06.2026).
- 21.2 At the stage of Financial Closure, the RPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the RPD shall submit a certificate/ necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of equity/investment. The RPD shall also submit details of all planned/ proposed solar panels, inverters and wind turbine generators (manufacturer, model number, datasheet), other RE sources, ESS component, along with necessary purchase order/agreements for the Project.
- 21.3 In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash PBG/POI/Surety Bond and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of RPD, on advance payment of extension charges of INR 100/- per day per MW (of Contracted Capacity) + applicable GST. This extension will not have an impact on the obligation of RPD to commence supply of power by the Scheduled Commencement of Supply Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the RPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective RPDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 100/MW/day + GST. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days-SECI shall encash the PBG/POI of the corresponding RPDs and may terminate the PPA for the corresponding Project. The amount of Rs. 100/MW/day + GST shall be paid by the RPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the RPD. In case of the RPD meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount out of the deposited amount by the RPD shall be returned by SECI. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the RPD without any interest and GST amount on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date.
- 21.4 The RPD will have to submit the required documents to SECI at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents

mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

22 Shareholding by the Project Promoter

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

22.2 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.

22.3 In case of the Successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Bidding Company/Consortium until 1 year after the SCSD, except with the prior approval of SECI.

22.4 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 upto 1 year after SCSD.

22.5 In case of Project being executed through SPVs: The Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA shall not fall below 51% at any time prior to 1 year after SCSD, except with the prior approval of SECI. In the event the Successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 1 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) year from the SCSD, except with the prior approval of SECI.

22.6 Any change in the shareholding after the expiry of 1 year after SCSD can be undertaken under intimation to SECI.

- 22.7 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 10,00,000 (Indian Rupees Ten Lakh per Project) +applicable taxes per transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI.

23 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 a single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – B. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

- i. Covering Letter as per **Format 7.1.**
- ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2.**

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

- iii. Bank Guarantee/Payment on Order Instrument/ Insurance Surety Bond against Earnest Money Deposit (EMD) as per **Format 7.3 A/ 7.3B/7.3 C.**
- 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. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.9**.
- x. Attachments
 - i. Memorandum of Association, Article of Association of the Bidding Company needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar/ Wind Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the Bidder is selected as Successful bidder.
 - If the selected Bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar/ Wind Power plant development has to be submitted prior to signing of PPA.
 - ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
 - iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
 - iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24, 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).
 - v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- xi. Covering letter of the Financial bid as per **Format - 7.10**.
- xii. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.11** (separately for each Project).

24 Important Notes and Instructions to Bidders

- 24.1 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.

- 24.2 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.
- 24.3 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/Surety Bond 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.
- 24.4 If the event specified at 24.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 24.5 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.
- 24.6 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.
- 24.7 The response to RfS shall be submitted as mentioned in Clause 23 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.
- 24.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 24.9 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.
- 24.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 24.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 24.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 24.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

24.14 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.

24.15 The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between RPD and SECI as well as SECI and Buying Entity(ies). Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

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

25 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 Bid Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- (d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- (e) Non-submission of payment details against Cost of RfS Document and/or Bid Processing Fee.
- (f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (g) Except for the scenario as per Clause 5.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- (h) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

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

26 Method of Submission of Response to RfS by the Bidder

26.1 Documents to be Submitted Offline

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

- i. Bank Guarantee/Payment on Order Instrument/Surety Bond against EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3B/7.3 C). One EMD may be submitted for the cumulative capacity quoted by the Bidder, or individual EMDs may be submitted for each Project.
- ii. 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/Surety Bond against EMD needs to be submitted in both online and offline modes. The Bidders will be required to submit the bank guarantee/POI/Surety Bond, 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 22.11.2024, the above deadline will expire at 18:00 hrs. on 24.11.2024. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees/POI/Surety Bond.

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

The bidding envelope shall contain the following sticker:

Selection of RE Power Developers for Supply of for Supply of 1200 MW of Round-the-Clock (RTC) Power from ISTS-connected Renewable Energy (RE) Power Projects under Tariff-based Competitive Bidding (SECI-RTC-IV)	
<i>Contracted Capacity quoted</i>	_____ MW
<i>RfS Reference No.</i>	SECI/C&P/IPP/13/0019/24-25 dated 30.10.2024
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	GM (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

26.2 **Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-B. The Bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee/POI/Surety Bond 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, Bid Processing Fee submitted at this stage will be encashed, the EMD(s) shall be returned and the submitted bid will stand cancelled.

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

I. Technical Bid (First Envelope)

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

- (a) Formats - 7.1, 7.2 (if applicable), 7.3 A/ 7.3B/7.3C, 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 23 of the RfS, under the sub-clause xi: Attachments, with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
- (e) Scanned Copies of requisite amount of Bank Guarantee/POI/Surety Bond 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 24.8, and Annexure-B, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno-commercial bid.

II. Financial Bid (Second Envelope)

1. Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):
 - (a) Covering letter as per Format - 7.10 of the RfS
 - (b) Preliminary Estimate of Cost of the Project, as per Format 7.11 of the RfS.
2. **As part of the financial bid submission, only a single tariff bid for all the Projects applied for, shall have to be filled online in the Electronic Form provided on the ISN-ETS portal. The instructions mentioned in the Financial**

Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

III. Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (c) 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. However, in this case, if the bidder is an MSE, its bid will be opened upon submission of proof of it being an MSE. 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.
- (d) 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.

27 Notice Board for Display

The RPD will have to put a notice board (at least 180 cm x 120 cm) at its project site main entrance prominently displaying the following message before commencement of power supply under the PPA.

___ MW ISTS-Connected RE Project Owned and operated by ----- (insert name of the RPD) [Under RfS for Selection of RE Power Developers for Supply of 1200 MW Round-the-Clock (RTC) RE Power from ISTS-Connected Renewable Energy (RE) Power Projects in India, under Tariff-based Competitive Bidding (SECI-RTC-IV) by Solar Energy Corporation of India Limited]  Village:....., Tehsil....., District....., State.....

28 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. It is clarified that subsequent to issuance of LoAs, the discovered tariffs shall be deemed to be valid until the signing of PPA, pursuant to Clause 41.4 of the RfS.

29 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.

30 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

- 30.1 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.
- 30.2 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. No clarification on the RfS will be issued subsequent to the bid submission deadline. 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.
- 30.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI’s website).

31 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 prior to opening of bids, the Bid Processing Fee (excluding GST, if amount credited to SECI’s account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

Note: In the event of opening of bids, 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, in line with Clause 41.4 below, the 1st installment of the Success Charges paid by the Successful Bidder will be refunded by SECI without any interest. 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

RPD will not be refunded by SECI. In such cases, refund of GST amount will be dealt according to extant provisions of GST Act

32 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 RPD. SECI shall not be liable for issuing any intimations/ reminders to RPDs for timely completion of milestones and/ or submission of compliance documents.

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

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

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

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 36.4.iv.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 Proprietorships, Partnerships, Trusts, NGOs and Limited Liability Partnership (LLPs) are not eligible for participation on individual basis or as part of a Consortium.

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) existing subsidiary Company of the 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 PPA. Multiple SPVs may also be utilized for executing more than one Project.

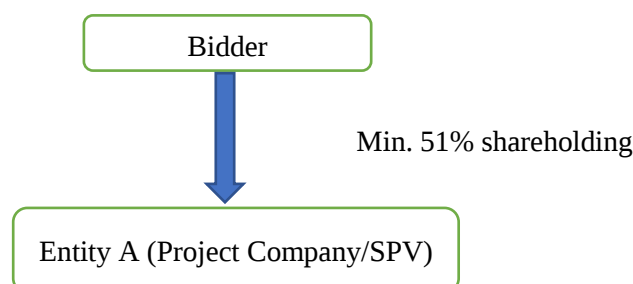
33.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to SECI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project 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, Bidder or any of its Affiliates should not be a willful 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 debarred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where

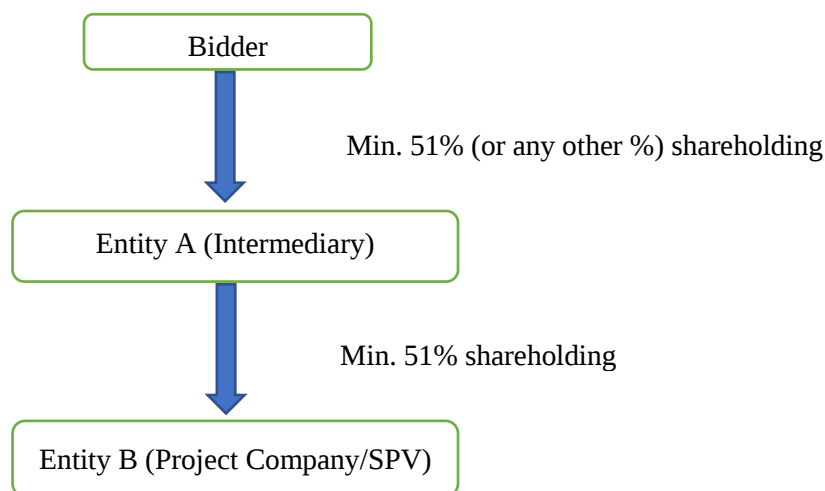
they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank, etc. or the United Nations or any of its agencies.. The Bidder shall submit an undertaking to this effect as per Format 7.7 of the RfS.

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 provisions of the RfS, only Scenario 1 will be permissible under this RfS.

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.
- 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 Detailed technical parameters for Solar PV Projects to be met by RPDs are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.
- 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. Installation of other RE generating sources as part of the Project shall be governed by applicable technical standards issued by the Government from time to time.
- 34.5 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 21 of RfS.
- 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. 94,20,000 x Rated cumulative Installed Capacity of Solar PV component (MW)) + (Rs. 1,29,80,000 x Rated cumulative Installed Capacity of Wind Power component and other RE sources (MW)) + (Rs. 34,10,000 x Rated cumulative Installed Capacity of ESS component (MWh))].
 The above Net-Worth amount shall be demonstrated by the Bidder as on the last of previous Financial Year, i.e., FY 2023-24 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/Surety Bond in case the Bidder fails to do so in accordance with the RfS.
- iii. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.
- iv. **Note:** In case of revision in Installed Capacity prior to signing of PPA, resulting in an increase in the Installed Capacity being committed by the RPD, the RPD will be required to demonstrate the revised Net-Worth requirements based on the revised Installed Capacity, prior to signing of PPA.

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 3,50,00,000/MW** (Indian Rupees Three Crores and Fifty Lakhs/MW) of the quoted Contracted Capacity during the previous financial year, 2023-24 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 70,00,000/MW** (Indian Rupees Seventy Lakhs/MW) of the quoted Contracted Capacity, as on the last date of previous financial year, 2023-24, 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 87,50,000/MW** (Indian Rupees Eighty-Seven Lakhs and Fifty Thousand/MW) of the quoted Contracted 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/Surety Bond 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, 2023-24, or as on the day at least 7 days prior to the bid submission deadline, along with Net Worth, annual turnover and/or 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 the Consortium shall be computed on aggregate basis, summing up the meeting of eligibility requirements as demonstrated by the individual Consortium members.

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 23 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 05.11.2024, the online bid opening will be conducted on 08.11.2024. 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 23 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, evaluation 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 decimal places only.** If it is quoted with more than two digits after the decimal, digits after the first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 4.337, then it shall be considered as INR 4.33).

- 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 nth 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 (Tariff in ₹/ kWh)	Ranking
B1	₹ 4.10	L1
B2	₹ 4.20	L2
B3	₹ 4.30	L3
B4	₹ 4.30	L3
B5	₹ 4.43	L4
B6	₹ 4.60	L5
B7	₹ 4.65	L6

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-B of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-B of the RfS duly signed and stamped by the Authorized signatory, as an acceptance of the provisions contained therein.
- 39.2 The Total eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

S_k = Cumulative bid 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 $S_T \leq 1200$ MW, $S_E = 0.8 \times S_T$ (ii) In case $S_T > 1200$ MW, $S_E = 0.8 \times S_T$ subject to maximum eligible capacity being 1200 MW.
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Total number of Bidders eligible for e-Reverse Auction

i. In case $(0.8 \times S_T) \leq 1200$ 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 $(0.8 \times S_T) > 1200$ 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., no elimination will take place at this stage.

(b) The above elimination will take place subject to the condition that 80% of the total bid capacity after such elimination remains more than the tendered capacity (1200 MW in this case), 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 = $S_T = 2200$ MW

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	$(0.8 \times S_T)$	S_E	n*	Shortlisted Bidders
1	B3	L1	250	10	1760 MW	1200 MW	9	B3
2	B5	L2	300					B5
3	B1	L3	150					B1
4	B4	L3	150					B4
5	B2	L4	100					B2
6	B6	L5	200					B6
7	B7	L6	100					B7
8	B8	L7	250					B8
9	B9	L8	300					B9
10	B10	L9	400					

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

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders= $S_T=1000$ MW

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	($0.8 \times S_T$)	S_E	n	Shortlisted Bidders
1	B3	L1	100	5	800 MW	800 MW	5	B2
2	B2	L2	300					B3
3	B1	L3	150					B1
4	B4	L4	200					B4
5	B5	L5	250					B5

*n = 5 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.
- During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
 - 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) Paise less than its current tariff.
 - 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.
 - During reverse auction, the Bidder shall not have the option of changing the total Contracted capacity quoted, while quoting the tariff.
 - In the Bidder's bidding window, the following information can be viewed by the Bidder:
 - Its tariff as the initial start price and there after last quoted tariff along with the cumulative Contracted Capacity for which the Bidder is qualified.
 - The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity.
 - 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 affected 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:
 - Green Zone: This zone consists of the Bidders who may be allocated their full quoted Contracted capacity, subject to provisions of Clause 40, if the auction is closed at that instant.

- 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 40, if the auction is closed at that instant.
- 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 affected 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:

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

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

- iii. Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.
- iv. In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:
 - Step 1: 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. 4.40/kWh
- The range (L1+2% of L1): Rs. 4.488/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	350	350	NA	4.40	L1
L2	240	590	NA	4.40	L2
L3	250	840	16:00:01	4.41	L3
L3	360	1200	16:00:02	4.41	L3
L4	600	1800	16:00:03	4.41	---
L5	60	1860	NA	4.44	---
L5	300	2160	NA	4.52	---

40.4 Note: The allocation of cumulative 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 cumulative project capacity is less than the total 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/POI/Surety Bond against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal shall be intimated to SECI 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)/POI/Surety Bond against EMD submitted by such Bidder shall be encashed by SECI.

41 Issuance of LoAs

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

41.2 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.

- 41.3 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.
- 41.4 PPAs will be executed subsequent to signing of PSAs by SECI. After the issuance of LoA(s) for the cumulative awarded capacity, in case the total capacity of PSAs signed by SECI is lower than the cumulative awarded capacity, the cumulative PPA capacity to be executed by SECI will be reduced accordingly. For a particular Bidder, in case the finally modified capacity offered by SECI for signing of PPA is lower than the capacity for which the LoA was issued to the said Bidder, the respective Bidder may choose to reject such modified capacity, and will be allowed to exit the process without any liability to either party (i.e., SECI or the Bidder), and the said refused capacity will be offered to the next successful Bidder as per the list of successful bidders. In case such offered partial capacity for signing of PPA is less than 50 MW, subject to provision of Clause 5.1 of the RfS, PPA will not be executed with such Bidder.
- 41.5 In case of delay in signing of PPA by SECI beyond the date as on 12 months subsequent to issuance of LoAs, or any further date as mutually decided by the Successful Bidder and SECI, the Successful Bidder may choose to exit from this RfS. Accordingly, the LoA issued to the respective Bidder shall stand cancelled, and the EMD submitted by such Bidder shall be returned by SECI. In case of extension of the above PPA signing date by mutual agreement, the minimum extension in the signing date shall be 3 months subsequent to the above deadline.

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.
- 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 and submissions during the e-Reverse Auctions, if applicable, 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 the Contracted Capacity of the RE Power Project as proposed by the Bidder.
- 42.8 **"BUYING ENTITY"** shall mean an End Procurer as defined in the Guidelines.
- 42.9 **"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.
- 42.10 **"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.
- 42.11 **"CONTRACTED CAPACITY"** shall mean the AC capacity in MW contracted with SECI for supply of power by the RPD to SECI at the Delivery Point(s) of the Project(s), based on which the PPA is executed with SECI.

42.12 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

- i. in the financial year in which the 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.

42.13 **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

42.14 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting shares of the Company or right to appoint majority Directors.

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

42.16 **“DAY”** shall mean calendar day.

42.17 **“EFFECTIVE DATE”** shall mean the date as per Clause 20 of the RfS.

42.18 **“ENERGY STORAGE SYSTEMS” or “ESS”** shall mean the system(s) installed in addition to the RE power capacity as part of the Project, that can capture energy produced at one time for use at a later time.

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 Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” issued by the Ministry of Power vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 including subsequent amendments and clarifications 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, sovereign funds and funds managed by National Investment and Infrastructure Fund Limited 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 220kV or above, where the power from the Project is injected into the identified ISTS Substation (including the transmission line connecting the Projects with the substation system) or InSTS/STU substation, in case of intra-state connected Projects, as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the RPDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

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

42.26 **“INTERMEDIARY PROCURER”** shall mean a trader who shall aggregate the power purchased from different RE Projects and sell it to the Buying Entity(ies).

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) years 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 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 **“PEAK HOURS”** shall mean the energy scheduling hours in a day as chosen by the Buying Entity for supply of peak power from the Project. For the purpose of scheduling, a ‘day’ shall commence from 00:00 hrs. and end at 24:00 hrs. “Peak Hours” in this case, shall be 4 hours out of the 24 hours of a day, to be chosen by the Buying Entity. However, with respect to requisition of drawl Schedule, Buying Entity shall comply with CERC/SERC/Indian Electricity Grid Code (as and when implemented), regulations on Forecasting, Scheduling and Deviation Settlement, as applicable.

42.40 **“PEAK POWER”** shall mean the power supplied from the Project during Peak Hours.

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

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

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

42.43 **“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.

42.44 **“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.

42.45 **“PROJECT” or “RENEWABLE POWER PROJECT” or “RE PROJECT”** shall mean the renewable energy generation facility owned by the RPD, comprising Solar Power Generating systems, Wind Power Generating systems, other renewable energy generating source(s) or a combination thereof, for supply of RE power, including ESS (which may be leased/tied-up from a third party), having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall include auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI. It may be noted that the sources of generation and ESS shall be co-located, to be considered as part of a single Project. In case a Project is located at multiple locations, the ESS component shall be required to be co-located with at least one such component. Further, it is clarified that ESS charged using a source other than RE power would not qualify as RE power.

42.46 **“PROJECT CAPACITY” or “INSTALLED CAPACITY”** shall mean the rated capacity of the installed Project components, i.e. Solar PV, Wind Power and any other RE generating components, along with ESS Components of the Project, as committed in the PPA. This shall be equal to the “installed capacity” for which connectivity is sought by the RPD 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. For the purpose of submission of PBG and payment of Success Fee by the Successful Bidder/RPD, the Installed Capacity shall include the rated capacity of the ESS component (in MWh), irrespective of the fact whether separate connectivity has been sought by the Successful Bidder/RPD for such ESS component or not.

42.47 **“PROJECT DEVELOPER” or “DEVELOPER” or “RE POWER DEVELOPER (RPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of signing of PPA with SECI and supplying power under the PPA.

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

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

42.50 **“RENEWABLE ENERGY (RE) POWER”** shall refer to power from Solar Power Generating Systems, Wind Power Generating Systems, Wind Solar hybrid; or any other renewable energy resource based Generating System or a combination thereof, with Energy Storage System (ESS). It is clarified that ESS charged using a source other than RE power would not qualify as RE Power.

42.51 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER”** or **“TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by SECI including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/IPP/13/0019/24-25 dated 30.10.2024.

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

42.53 **“RE PARK”** shall refer to areas or parks developed, in accordance with the Guidelines issued by Central or State Governments, for setting-up of renewable energy power projects, including Solar-Wind Hybrid Power projects

42.54 **“SCHEDULED COMMENCEMENT OF SUPPLY DATE”** or **“SCSD”** shall be the date as indicated in Clause 9 of the RfS.

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

42.56 **“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.

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

42.58 **“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.

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

42.60 **“TRADING MARGIN”** shall mean the margin on sale of RE power to the Buying Entity(ies) under this RfS being charged by SECI and shall be @ INR 0.07/kWh.

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

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

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

SECTION 7. SAMPLE FORMS & FORMATS FOR BID **SUBMISSION**

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

Format 7.1

COVERING LETTER

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

Ref. No. _____ Date: _____
From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)
Tel. #:
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 600 MW, including this response to RfS.

We are submitting RfS 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(s) (Village, Tehsil, Dist., State)	Inter-connection Point(s) Details	Project preference*
1.		Solar PV component: ____MW			
		Wind power component: ____MW			
		Other RE power generating component: ____ MW			
		ESS component: ____MW/____MWh			
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 40.4 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 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 no./ Payment on Order Instrument/Surety Bond No. [Insert bank guarantee/POI/Surety Bond number] dated [Insert date of bank guarantee/POI/Surety Bond] as per Format 7.3A/7.3B/7.3C from [Insert name of bank providing bank guarantee/POI/Surety Bond issuing agency] and valid up to.....in terms of Clause No. 16 of this RfS. The quoted capacity of the RE Project offered by us is MW [Insert capacity proposed]. *(strike off whichever is not applicable)*
3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI/Surety Bond 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 declare that the part/cumulative Contracted Capacity, for which the bid is being submitted by us, has already been commissioned by us, and for the same, we have neither suo-moto terminated any already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or State-owned Distribution Company (DISCOM) for participating in this RfS under Clause 1.8 of the RfS, nor the Project offered by us under this RfS is under litigation (*applicable only in case of already commissioned Projects, strike out if not applicable*).
5. 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*)
6. 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.
7. 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.
8. **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.
9. **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.
10. 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.

11. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
12. 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.
13. 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.
14. We confirm that all the terms and conditions of our Bid are valid up to a period up to the date as on 12 months from the last date of submission of response to RfS. We confirm that in the event of issuance of LoA under the RfS, the tariff indicated in the LoA shall be valid until the signing of PPA, pursuant to Clause 41.5 of the RfS.
15. **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:
16. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a seller's event of default under PPA and consequent provisions of PPA shall apply.

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

Thanking you,

We remain,

Yours faithfully,

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

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortium)

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at,, and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered/ Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

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

(Name

Designation

Place:

Date:)

Accepted

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

Attested

(Signature of the executant)

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

Place: -----

Date: -----

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT
(EMD)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ *[Insert name of the Bidder]* (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Selection of RE Power Developers for Supply of 1200 MW of Round-The-Clock Power from ISTS-Connected Renewable Energy (RE) Power Projects in India under Tariff-based Competitive Bidding (SECI-RTC-IV) of the capacity of MW *[Insert cumulative Contracted capacity proposed]* for supply of power therefrom on long term basis, in response to the RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of*[Insert the name of the Bidder]* as per the terms of the RfS, the _____ *[Insert name & address of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at *[Insert Name of the Place from the address of SECI]* forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ *[Insert amount not less than that derived 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 OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY
IREDA/REC/PFC (IN LIEU OF BG AGAINST EMD)**

No.

Date

SECI,

Registered

_____,

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

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Selection of RE Power Developers for Supply of 1200 MW of Round-The-Clock Power from ISTS-Connected Renewable Energy (RE) Power Projects in India under Tariff-based Competitive Bidding (SECI-RTC-IV) of the 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 upto and not exceeding Rupees _____ [Insert amount as per 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: -

