



**Request for Selection (RfS) document
for
Selection of Solar Power Developer for setting up of
10 MW Grid Connected Solar PV Power Project
with 10 MW/20MWh Battery Energy Storage
System in Odisha
under VGF-based Competitive Bidding**

RfS No. SECI/C&P/IPP/11/0019/25-26 dated: 17.02.2026

Tender Search Code on ISN-ETS: SECI-2026-TN000003

***Solar Energy Corporation of India Limited
(A “Navratna” Government of India Enterprise)
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi – 110023
Tel: 011 - 24666200***

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: 17.02.2026

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection of Solar Power Developer for setting up of 10 MW Grid connected Solar PV Power Project with 10 MW/20MWh Battery Energy Storage System (BESS) in Odisha under VGF-based Competitive Bidding				
(B)	RfS NO. & DATE	SECI/C&P/IPP/11/0019/25-26 dated 17.02.2026				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">SINGLE BID SYSTEM</td> <td style="width: 40%; text-align: center;"><input style="width: 90%;" type="text"/></td> </tr> <tr> <td>TWO BID SYSTEM</td> <td style="text-align: center;"><input style="width: 90%;" type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input style="width: 90%;" type="text"/>	TWO BID SYSTEM	<input style="width: 90%;" type="text" value="Yes"/>
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(D)	TYPE OF RfS/ TENDER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">E-TENDER</td> <td style="width: 40%; text-align: center;"><input style="width: 90%;" type="text" value="Yes"/></td> </tr> <tr> <td>MANUAL</td> <td style="text-align: center;"><input style="width: 90%;" type="text"/></td> </tr> </table>	E-TENDER	<input style="width: 90%;" type="text" value="Yes"/>	MANUAL	<input style="width: 90%;" type="text"/>
E-TENDER	<input style="width: 90%;" type="text" value="Yes"/>					
MANUAL	<input style="width: 90%;" type="text"/>					
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document				
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON- REFUNDABLE)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">APPLICABLE</td> <td style="width: 40%; text-align: center;"><input style="width: 90%;" type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input style="width: 90%;" type="text"/></td> </tr> </table>	APPLICABLE	<input style="width: 90%;" type="text" value="Yes"/>	NOT APPLICABLE	<input style="width: 90%;" type="text"/>
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		Amount: INR 50,000/- (Indian Rupees Fifty Thousand Only) + applicable GST to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfS				
(G)	BID PROCESSING FEE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">APPLICABLE</td> <td style="width: 40%; text-align: center;"><input style="width: 90%;" type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input style="width: 90%;" type="text"/></td> </tr> </table>	APPLICABLE	<input style="width: 90%;" type="text" value="Yes"/>	NOT APPLICABLE	<input style="width: 90%;" type="text"/>
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		INR 2,00,000 + applicable GST for the response to RfS, to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfS.				

(H)	EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
		Amount: INR 1,42,50,000/- (Indian Rupees One Crore Forty-Two Lakhs and Fifty Thousand only) to be submitted in the form of Bank Guarantee/ POI/ Surety Bond along with the response to RfS	
(I)	PERFORMANCE BANK GUARANTEE	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal and/or SECI website.	
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal	
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal	
(M)	e-REVERSE AUCTION (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.	
(N)	CONTACT DETAILS OF ISN-ETS PORTAL	M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com	
(O)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)	Sh. Atulya Kumar Naik Executive Director (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 Email: abhisekhsri@seci.co.in , pratikpr@seci.co.in	
(P)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY	1) Sh. Pratik Prasun DGM (C&P) Contact No.: 011-24666237	

	ASSISTANCE REQUIRED	pratikpr@seci.co.in 2) Sh. Abhisekh Srivastav Manager (C&P) Contact No.: 011-24666260 abhisekhsri@seci.co.in 3) Sh. Swapnil Gandhi Dy. Manager (C&P) Contact No.: 011-24666359 swapnil.gandhi@seci.co.in
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- 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 called “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 Ministry of New and Renewable Energy (MNRE) has issued a Scheme for 100% Solarization of Konark Sun-temple & Konark town, Odisha vide F.No.322/8/2019-NSM dated 19.05.2020. Under this Scheme, a 10 MW grid connected Solar Project has been sanctioned with **maximum VGF support of INR 1 (One) Crore per MW**. This Scheme has been sanctioned under the “Guidelines of the Scheme for implementation of setting up of over 5000 MW Grid-Connected Solar PV Power Projects with Viability Gap Funding (VGF) under Batch-IV of Phase-II” of the National Solar Mission issued vide OM no. 32/3/2014-15/GSP dated 14.03.2016. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.
- 1.3 As part of the above Guidelines, SECI hereby invites proposals for setting up of 10 MW Grid-connected Solar PV Power project along with 10MW/20 MWh Battery Energy Storage Systems (BESS) in Odisha, on Build Own Operate (BOO) basis. SECI shall enter into a Power Purchase Agreement (PPA) with the successful Bidder selected based on this RfS for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RfS, and PPA. The selection of successful Bidder shall be done based on the lowest VGF/discounted tariff quoted by the bidder during e-RA. **The maximum tariff payable to the Project developer is fixed at Rs. 2.70/ kWh for 25 years.** The standard PPA document is available for download from the ISN-ETS portal <https://www.bharat-electronictender.com>.
- 1.4 Power procured by SECI from the above Project has been provisioned to be sold to **GRIDCO Limited** (hereinafter called ‘Buying Entity’). SECI shall be an intermediary nodal agency for procurement of power supplied by the SPD and sale of such power to the Buying Entity entirely on back-to-back basis, based on due performance by the SPD as well as the Buying Entity.
- 1.5 The Bidder will be free to avail fiscal incentives like Accelerated Depreciation (AD), 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. However, no bidder will be allowed to claim both AD and VGF.

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/SPD shall be governed by the RfS Documents/Agreement signed between SECI and the SPD for the Project.

2.2 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS are mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

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

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

2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.

2.4 Bidder shall submit bid proposal along with non-refundable Cost of RfS document, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Cost of RfS document, Bid Processing Fees and EMD will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

2.5 RfS documents can be downloaded from the ISN-ETS Portal or from SECI’s website. It is mandatory to download official copy of the RfS Document from Electronic Tender

System (ISN-ETS) Portal to participate in the RfS. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on SECI website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

2.6 SECI reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

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

2.8 INTERPRETATIONS

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- The table of contents and any headings or subheadings 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 Solar Power Developer (SPD) shall be required to set up a 10 MW Grid-connected Solar PV Power Project along with 10 MW/ 20 MWh Battery Energy Storage System (BESS) in Odisha, including the transmission network up to the Interconnection/ Delivery Point with the primary objective of supplying Solar Power to SECI, at its own cost and as per the provisions of the RfS and PPA.
- 3.2 Identification of land, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the STU network for supply of power to SECI, will be under the scope of the SPD.
- 3.3 The Project to be selected under this scheme provide for deployment of Solar Photovoltaic Technology with Battery energy Storage System. However, the selection of Project would be technology agnostic.
- 3.4 It is clarified that BESS charged using a source other than solar power would not qualify as solar power. Any change in the BESS component during the term of the PPA shall be at the risk and cost of SPD and under intimation to SECI.

4 *Total capacity offered*

- 4.1 Selection of Solar PV Project for a total capacity of 10 MW will be carried out through e-bidding followed by e-Reverse Auction process.

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

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

- 5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a Contracted Capacity of **10 MW** in the prescribed formats.

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

- 5.2 The Contracted Capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **10 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 Project shall be located at the locations chosen by the Bidder/SPD in the state of Odisha at its own discretion of and cost, risk and responsibility.

However, Project location should be chosen taking cognizance of the provision as per Clause 7 of the RfS. It is hereby clarified that the sum of rated capacities of individual project components (Solar and BESS) may be greater than the Contracted Capacity but the guaranteed off-take by SECI under this RfS will be limited to Contracted Capacity.

- 6.2 The term “Project” shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project capacity of 10 MW being set up by the Bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).
- 6.3 Further, Government of Odisha had identified a land parcel at Junagarh, district: Kalahandi, Odisha for setting up of this project. The details of identified land are attached as **Annexure-H** of this RfS. It is clarified that the successful bidder is free to set up the project in the identified land or anywhere in the state of Odisha.
- 6.4 The SPD are free to change the Project location and/or Delivery Point up to the deadline for Financial Closure as per Clause 22 of the RfS.
- a. 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, without any condition.
- b. Subsequent to deadline to apply for connectivity, any change in Delivery Point shall be allowed by SECI only in case the scheduled commissioning date of the STU 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 SPD.

In this case, the SPD 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 SPD fails to obtain connectivity on account of reasons attributable to it, including but not limited to failure to apply for connectivity within the above deadline, the SPD 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 STU network in accordance with the prevailing SERC regulations in this regard. For interconnection with the grid and metering, the SPD 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 State Authority.

- 7.2 The responsibility of getting the connectivity shall entirely be of the SPD and shall be at the cost of the SPD, 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 SPD. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an STU substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. The maintenance of transmission system up to the Interconnection Point shall be responsibility of the SPD, to be undertaken entirely at its cost and expense.
- 7.3 The arrangement of connectivity can be made by the SPD 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 SPD.
- 7.4 The SPD shall be required to follow the Detailed Procedure as issued by SERC/STU. Solar PV Power Project shall comply with all the technical requirements specified under State Regulations, including subsequent amendment and clarifications issued thereto, as well as other Rules/Regulations issued by SERC/ State Authority and as amended from time to time. It is further clarified that the Entities (SPD and Buying Entity) as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligations as notified in the procedure, irrespective of the provisions of the RfS, PPA and PSA.
- 7.5 Bidder is free to choose any STU substation for Interconnection of the Project to the Grid in the state of Odisha. While doing so, the Bidder 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 STU on its website, subject to availability of requisite margin for grant of connectivity.
- Bids indicating substations outside the above three choices will be liable for rejection. It is, however, clarified that selection of Delivery Point by the Bidder at the time of bid submission will not be evaluated with respect to the SCD of the Project as per the PPA.
- 7.6 Metering arrangement of Project shall have to be adhered to in line with relevant clause of the PPA.
- 7.7 The SPD shall comply with 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 SPD and any financial implication on account thereof shall be borne by the SPD. In order to remove potential discrepancies and ambiguities, the SPD is 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 SLDC concerned for the corridor of power flow as per the Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the SPD for its early rectification without any liability on SECI. The SPD 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 SERC regulations, shall be payable by SPD as per provisions of PPA. Metering arrangement for the Project shall have to be adhered to in line with relevant provisions of the PPA.
- 7.9 All charges and losses related to discharging the BESS up to Delivery Point shall be borne by the SPD and the Buying Entity shall bear the applicable charges and losses during discharge of the BESS component beyond Delivery Point.
- 7.10 The SPD will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days from 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. SPD 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 STU / signing of connectivity agreement, as the case may be, to SECI.
- 7.11 In case the connectivity gets revoked due to non-compliance of SPD, in such case the capacity may not be off-taken and SPD will keep SECI/Buying Entity indemnified from any losses; further, the SPD shall be liable for any penalty for non-performance as specified in the RfS/PPA.

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

8 *Energy Supply by the Solar Power Developer*

8.1 Criteria for Energy Supply

For supply of power in hours other than Peak Hours, the Bidder will declare the annual CUF of the Project at the time of submission of response to RfS, and the SPD will be allowed to revise the same once within first year after the commencement of power supply from the full Project Capacity. The revised CUF shall be greater than the CUF initially quoted by the Bidder. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared/revised annual CUF shall in no

case be less than 17%. The SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from SCD, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. However, the shortfall in power supply will not be applicable in events of Force Majeure identified under the PPA with SECI, affecting supply of power by the SPD.

For the first year of operation of the Project, the annual CUF shall be calculated for the complete year after commencement of power supply from the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, the annual CUF shall be calculated for the complete year before the expiry of the PPA. However, for the purpose of release of BG submitted for claim of VGF, CUF will be calculated every year from the date of commissioning up to completion of 1 year from the date of commissioning and should not go beyond the lower limit of the declared CUF. The upper limit will not be applicable for the purpose of payment of VGF.

For example, if a Project starts commencement of power supply on 24.07.2027, the annual CUF for first year shall be calculated for the period from 24.07.2027 to 23.07.2028.

The Solar power (including BESS component charged with solar power) bought under this RfS shall be eligible for RPO compliance. The BESS capacity used in the Project shall be utilized by the Buying Entity to fulfill the respective Energy Storage Obligations (ESO) as per the Government of India's orders and notifications. The SPD shall offer power such that 100% of the annual energy offered corresponds to Solar power.

The Buying Entity shall intimate the hours (which shall be 2 hours during a day) during which it intends to draw the energy from the BESS on day-ahead basis. The SPD shall maintain the BESS capacity such that the same is able to discharge the power as desired by Buying Entity.

Assured Peak Power Supply:

The Buying Entity shall intimate the hours (which shall be 2 hours during Peak Hours of a day) during which it intends to draw the energy from the BESS on daily basis. These 2 hours chosen by Buying Entity for a day shall be the Peak Hours for that day. Buying Entity shall choose the 2 hours such that there is a continuous discharge from the BESS at least for 1 hour. The Peak Hours of a day shall commence from 6:00 PM of a day and continue until 9:00 AM of the subsequent day. The SPD is mandated to deliver 2000 kWh of energy per MW rated Project capacity of the project in AC terms, during Peak Hours as per the schedule given by the Buying Entity (i.e., For each 10 MW of project capacity, SPD shall supply up to 20,000 kWh of energy during Peak Hours), on a daily basis. Reconciliation of the same shall be carried out on a monthly basis.

It is clarified that the Buying Entity is mandated to off-take the stored energy on a daily basis, and may choose to schedule peak power supply as per its requirement. It is further

clarified that the Buying Entity is mandated to off-take energy during Peak Hours@2 MWh for every 1 MW Contracted Capacity from the Project. The discharge of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Entity, as per the Buying Entity's schedule. In case of non-receipt of peak hours schedule from the Buying Entity by 6:00 AM in the morning on a particular day, SPD shall supply the peak power as per its own discretion to the Buying Entity during the Peak Hours of that day.

Any shortfall in supply of Peak Power below the requirement of Buying Entity as per this clause, shall attract separate penalties and the same shall be dealt as per the PPA.

8.2 **Shortfall in Energy Supply**

For supply of power in hours other than Peak Hours, if for any Contract Year, it is found that the SPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons primarily attributable to the SPD, such shortfall shall be dealt as per the applicable provisions of the PPA.

Further, shortfall in supply of power during the Peak Hours shall be dealt separately, on a monthly basis and the same shall also be dealt as per the applicable provisions of PPA.

9 ***Commissioning of the Project***

The SPD shall commission the Project in line with provisions of the State Regulations as amended from time to time. In line with this regulation, the SPD proposing the Project, or its part, for commissioning, shall give to SLDC, State Nodal Agency, 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. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the commissioning schedule of the project. In order to facilitate this, SPD shall inform the concerned SLDC and SECI well in advance the date on which it intends to synchronize the Power Project to the Grid.

Subsequently, the SPD shall submit a final written notice to SECI/SNA/SLDC/Buying Entity at least 15 days prior to the proposed date of commissioning of the Project. At this stage, the SPD shall be required to submit the following documents to SECI, duly stamped and signed by the Authorized Signatory:

- i. Board Resolution for authorized signatory for signing the documents related to commissioning of the Project and witnessing the commissioning.
- ii. Invoices against purchase of the solar modules, Inverters/PCUs, BESS, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoice numbers, including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.

- iii. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-B)
- iv. Installation report duly signed by the authorized signatory as per Annexure-C of the RfS indicating rating and quantity of inverters and Solar PV modules of each type for the capacity proposed for commissioning only.
- v. Synchronization declaration by the SPD for the capacity proposed for commissioning, including details of the synchronized blocks, as per Annexure-F of the RfS.
- vi. Undertaking from the SPD stating that
 - a. the solar cells and modules have been procured from a manufacturer listed in the ALMM by MNRE (as applicable).
 - b. all necessary approvals and clearances required to establish and operate the project have been obtained.
 - c. all the equipment including but not limited to solar PV modules, inverters/PCU, power transformer and cables has been installed in compliance with the technical requirements specified under the RfS/PPA.
 - d. the SPD is in compliance with all the applicable laws and regulations for commissioning of the Project.
 - e. indemnifying SECI against any discrepancies in the above details.
- vii. Plant layout along with the Single Line Diagram (SLD), clearly indicating the inverters/ICR Blocks, inverter transformers, power transformers, and energy meters. In addition to the above, the SPD shall provide KML files for the Solar PV component (specifying each block), ALMM certificates, insurance documents of Project, online monitoring facility as per the RfS.
- viii. Snap shots of the plant, including but not limited to, solar PV modules, inverters, switchyards\switchgears, weather monitoring systems/stations, Power Transformers, SCADA (screenshots with time stamped WMS data, Energy generation data and inverter data etc.), metering (Main, Check and Standby Meters as applicable at delivery point etc.) from various angles shall be submitted along with the Installation Report.
- ix. Energization approval from CEI/CEIG/CEA (as applicable), covering all components, including solar PV modules, inverters, BESS, transformers, transmission system, and protection system, along with all annexures and attachments.
- x. Final grant of connectivity letter issued by STU for the Project in the name of either the SPD or the Bidding Company. If the SPD or the Bidding Company has not obtained connectivity, the SPD must submit documentary evidence

confirming the utilization of connectivity for the project, obtained by the third party for the duration of the PPA.

Documents related to the operationalization of connectivity.

If the SPD intends to commission the project before the operationalization of connectivity, it must submit an undertaking indemnifying SECI, as per the format in Annexure-G of the RfS.

- xi. Certificate issued by SECI confirming compliance of the Land Arrangement milestone.

If the RfS/PPA does not include a provision for the Land Arrangement milestone, an affidavit from the SPD shall be submitted, certifying possession of the land identified for the project for the PPA period. The affidavit must include details of the land parcels where the project is located and indemnify SECI against any discrepancies in the provided details.

- xii. Readings of all the inverters (instantaneous and total generation of a particular date) along with their serial numbers.
- xiii. Relevant documents from SLDC acknowledging successful data communication between plant end and SLDC.
- xiv. Certificate of compliance of Financial Closure milestone.
- xv. Intimation regarding commissioning, specifying the proposed capacity and commissioning date, is required to be submitted at least 30 days prior to the proposed commissioning date.

A Complete set of documents must be submitted by SPD 15 days before the proposed date of the commissioning of the Project.

Prior to Project site-visit, SECI shall verify compliance of technical parameter of the Project as per Annexure B of the RfS document. Based on the successful verification of the documents as required above, SECI shall intimate to the SPD about its readiness to visit the project site to witness the commissioning.

Based on the above, the Commissioning Order, indicating the proposed date of site-visit and the members of the Committee visiting the site, shall be issued by the SNA/SECI. It shall be responsibility of the SPD to ensure the issuance of such Commissioning Order, in the absence of which, SECI shall not be liable to visit the project site. Any delay in this regard shall not be attributable to SECI.

After the proposed commissioning date along with commissioning order is submitted to SECI, the commissioning committee formed as per MNRE guidelines shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the SPD and to witness the commissioning. In case the committee finds discrepancy/deviation from the information submitted by the SPD during on site

verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.

The SPD shall ensure the presence of all the members of the Committee constituted to witness the commissioning, on the said date as per the Commissioning Order. Any delay in witnessing the project commissioning due to absence of any member of the Committee (excluding those from SECI), shall not be attributable to SECI.

On the date of site-visit, the SPD shall be required to demonstrate that equipment of rated capacity has been installed, all the inverters of rated capacity are operating and energy from the project has flown into the grid.

SPD shall have to push the required plant related data to SECI designated server in xml/json formats. Additionally, SPD shall also provide the login details/ SCADA login to SECI for online real time data monitoring at the time of commissioning.

Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/plant premise on the date of site visit by the commissioning committee. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.

SPD is permitted to schedule the Commissioning of the Project in full or part as per the commissioning procedure elaborated above.

Based on the Minutes of Meeting of the Commissioning Committee, SECI may issue a provisional commissioning certificate to the SPD for the corresponding Project, which shall be solely for the purpose of enabling commencement of scheduling of power by the SPD. The final commissioning certificate shall be issued as per the provisions of the PPA.

9.1 Scheduled Commissioning Date and Penalty for Delay in Commissioning of the Project

- a. The Scheduled Commissioning Date (SCD) of the Project for supplying power from the full Project capacity shall be the date as on 13 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.10.2026, then SCD shall be 07.11.2027).
- b. In case of delay in commissioning the Project beyond the SCD/ extended SCD until the date as per Clause 9.2.b above, as part of the penalty, SECI shall encash the PBG in the following manner:
 - i. Delay up to one month: 20% of the total PBG on per day basis and proportionate to the Contracted Capacity not commenced supply of power.
 - ii. Delay of more than one month and up to three months: Remaining PBG on per day basis and proportionate to the Contracted Capacity that has not been commissioned.
- c. In case the delay in commissioning of full Contracted Capacity is over three (3) months, the tariff fixed for project shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity

with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 24 months from the effective date of PPA. In case, the commissioning of the full Contracted Project Capacity is delayed beyond 24 months from the effective date of PPA, the PPA capacity shall stand reduced / amended to the Project Capacity which has been commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.

10 *Delay in commissioning of the Project on Account of Delay in readiness of STU evacuation infrastructure/Start Date of Connectivity*

Subsequent to grant of connectivity, in case there is a delay in Start Date of Connectivity by the STU and/or there is a delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network until SCD of the Project, or delay in Start Date of Connectivity, and it is established that:

- i. The SPD has complied with the complete application formalities as per Clause 7 above and as per the Detailed Procedure as issued by the STU,
- ii. The SPD has adhered to the applicable regulations/procedures in this regard as notified by the SERC/State Authority, and
- iii. The delay in Start Date of connectivity by the STU and/or delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network, is a factor attributable to the STU/transmission licensee and is beyond the control of the SPD;

The above shall be treated as delays beyond the control of the SPD and SCD for such Project shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and Start Date of Connectivity of Project. Decision on requisite extension on account of the above factor shall be taken by SECI.

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

Further, in case of delay in commissioning of the Project on account of reasons solely attributable to the SPD, resulting in any liquidated damages/penalty levied on the Buying Entity including Transmission charges under the State Regulations and/or applicable regulation as notified by SERC, such damages/penalty shall be passed on to the SPD.

11 *Early commissioning of the Project*

The SPD shall be permitted for commissioning of full as well as part capacity of the Project even prior to the SCD, subject to availability of transmission connectivity. Early commissioning of the Project will be allowed solely at the risk and cost of the SPD. In cases of early part or full commissioning of the Project, the SPD 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 SPD can sell the power to the extent not accepted by the Buying Entity and SECI in the power exchanges or through bilateral arrangements until SCD 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 SCD, 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 to the PPA & PSA on back-to-back basis.

In case solar PV component is ready for injection of power into the grid, but the corresponding BESS component is unable to commence supply of power, the SPD will be allowed to commence power supply from solar PV 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 and other terms and conditions of power procurement may be in reference of the PPA & PSA on back-to-back basis. The above scenario does not qualify under the provisions of Part/Early commissioning of the Project under the RfS, PPA and PSA. This is a special scenario wherein in case Solar PV project component is ready, the power supply from such component is not wasted. The above scenario will be applicable until the SPD is ready to commence power supply as per the provisions of Clauses 9 and 11 of the RfS.

12 Details of Viability Gap Funding (VGF)

- 12.1 The SPD selected under this RfS, shall be eligible for a maximum VGF support of INR 1 (One) Crore per MW for setting up the Solar PV Project. Bidders who don't want to avail VGF, can submit their bid by offering discounted tariff. In such cases, the discounted tariff will be applicable for all the 25 years.

12.2 MNRE will provide 100% VGF to SECI to disburse to SPD after commissioning of the project, subject to availability of funds.

12.3 The VGF will be released by SECI to SPD as follows:

- i. SECI will release 100 % VGF on Commercial Operational Date (COD) of the full project capacity to the developer for which SECI will obtain Bank Guarantee (BG) for 20 % of the VGF amount, which will be reduced by 5% each year and fully returned in four years after taking into account any liquidated damages, penalties due to non-performance, etc. SECI will have the right to encash the BG, if the developer fails to operate the plant or produce power or the plant is left idle for any reason for over one year and the project doesn't meet the generation criteria as per clause 8 above.
- ii. If the project fails to generate any power continuously for any 1 year within the 25 years or its major assets (components) are sold or the project is dismantled during this tenure, SECI will have a right to get refund of VGF from the SPD on pro-rata basis and if not paid by the SPD, then a claim will be made on assets equal to the value of VGF released, on pro-rata basis as specified hereunder: (Any BG encashed under 12.5.i above will be treated as VGF already recovered)

Year of default (From COD)	SECI's right to refund of VGF/ claim on assets (% of VGF paid)
Up to 5 years	100%
5-6 years	90%
6-7 years	80%
7-8 years	70%
8-9 years	60%
9-10 years	50%
10-11 years	40%
11-12 years	30%
12-13 years	25%
13-14 years	23%
14-15 years	21%
15-16 years	19%
16-17 years	17%
17-18 years	15%
18-19 years	13%
19-20 years	11%
20-21 years	9%
21-22 years	7%
22-23 years	5%
23-24 years	3%
24-25 years	1%

- iii. The SPD cannot transfer or sell the Project to a third party or dismantle the Project during the complete tenure of PPA without the approval of SECI.

- iv. If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year after COD), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.
- v. In case the lending institution exercises its right to step-in or take-over the project, SECI will also have the right to step-in along with the lending institutions to reclaim VGF in accordance with Clause 12.3.ii or hand over the project to another party for operation.
- vi. Project installed should meet technical specification and construction standards as specified by BIS and MNRE from time to time. Non-compliance will be taken seriously to the extent of blacklisting of the firm, in the manner defined below, apart from taking action under any other law in force.
- vii. MNRE or SECI or any other third-party agency authorized by MNRE/SECI may inspect the ongoing installation or installed project. In case of the installed systems are not as per standards, non-functional on account of poor quality of installation, non-compliance of AMC, MNRE/SECI reserves the right to blacklist the vendor. Blacklisting may inter-alia include the following:
 - The vendor/firm will not be eligible to participate in tenders for Government supported projects.
 - In case, the concerned Director(s) of the firm/company joins another existing or starts/joins a new firm/company, the firm/company will automatically be blacklisted.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

13 *Obtaining RfS Documents*

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

14 *Cost of RfS document & Bid Processing Fees*

Prospective Bidders are required to submit their Project proposals in response to this RfS document along with a non-refundable Cost of RfS document and Bid Processing Fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of SECI are available at SECI's website, www.seci.co.in, under the "Business Partners→Payment Modes" tab. Upon making the necessary payments, the prospective Bidders shall immediately write to SECI (mailing to finance@seci.co.in), providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), to enable seamless issuance of payment invoices for taxation purpose. SECI will not be liable for any delay in issuing necessary invoices in this regard.

Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee/Payment on Order Instrument/ Surety Bond against 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 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 38 on its own financial credentials or the financial credentials of the Affiliates who are an MSE. In case the Bidder (including any member in case of a Consortium) proposes to meet the financial eligibility criteria as per Clause 38 based on the credentials of its Affiliates and any of the Affiliates is not an MSE, the Bidder/Bidding Consortium will not be eligible for exemption from submission of Cost

of RfS document, Bid Processing Fee & EMD. As a result, in case a Bidder/ Bidding Consortium does not submit requisite Cost of RfS, Bid Processing Fees, and EMD by availing exemption under this Clause, and proposes to meet the financial eligibility criteria based on the credentials of its Affiliates with any of the Affiliates not being an MSE and, the bid submitted by such Bidder/ Bidding Consortium shall be considered as non-responsive under Clause 26.(a) and Clause 26.(h) of the RfS, and the bid will be summarily rejected.

15 *Project Scope & Technology Selection*

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

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

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

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

The above clearances, as applicable for the Project, will be required to be submitted to SECI prior to commissioning of the Project, if sought by SECI. In case of any of the clearances as indicated above being not applicable for the said Project, the SPD shall submit an undertaking in this regard, and it shall be deemed that the SPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPD. The SPD 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 SPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Project is being located. It shall be the responsibility of the SPD to remain updated about the applicable charges payable to the SNA under the respective State Policy.

Note: The SPD 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 SPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

17 Earnest Money Deposit (EMD)

17.1 Earnest Money Deposit (EMD) for an amount of **INR 1,42,50,000 (Indian Rupees One Crore Forty Two Lakhs and Fifty Thousand Only)** in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The claim period of the EMD shall be at least 30 days beyond the expiry of the validity period. The Bank Guarantee towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

17.2 The Bidder shall furnish the Bank Guarantee towards EMD issued by any Indian branch of a Scheduled Commercial Bank as listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of bank guarantee.

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 EMD shall be acceptable provided, the EMD is valid for more than two months from the due date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the due date of bid submission, if required.

17.3 SECI has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.

17.4 Forfeiture of EMD:

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

- a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS or does not execute the PPA within the stipulated time period;

- c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- d. If the bidder fails to furnish required Performance Bank Guarantee/POI/Surety Bond in accordance with Clause 18 of the RfS.

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

As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following two organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 B of the RfS, within the timelines as per Clause 17.1 above, for the amount and validity period as per those Clause 17.1 above.

17.6 **Insurance Surety Bond (Surety Bond):**

As an 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 17.1 above, for the amount and validity period as per Clause 17.1 above.

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

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

- 18.1 Prior to signing of PPA, the Successful Bidder shall submit a Performance Bank Guarantee (PBG) for an amount of **INR 3,56,25,000/- (Indian Rupees Three Crore Fifty-Six Lakhs and Twenty-Five Thousand only)**, in line with provisions as per Clause 21.4 of the RfS. It may be noted that successful Bidder shall submit the PBG according to the Format 7.3D with a validity period up to (& including) the date as on 5 months after the SCD of the Project. The claim period of the PBG shall be at least 30 days beyond the expiry of the validity period. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the SPD. 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 SPD prior to expiry of validity of the PBG.

- 18.2 Further, subsequent to the commissioning of the full project capacity and prior to disbursement of VGF to the SPD, the SPD shall submit a Bank Guarantee (BG) towards VGF of the value equivalent to 20% of the total VGF amount. It may be noted that the SPD shall submit BG according to the Format 7.3G with a validity period up to (& including 51 months from the actual date of commissioning of the full project capacity. On receipt and after successful verification of the BG in the acceptable form, VGF shall be disbursed to the SPD. Electronic Bank Guarantee (e-BG) is also acceptable against BG under this RfS. The SPD may submit a single BG towards VGF for the full amount of 20% of VGF with a validity of 51 months or as shown below:

Particular	BG amount	Validity
BG No.-1	5% of the maximum VGF amount	COD + 15 months
BG No.-2	5% of the maximum VGF amount	COD + 27 months
BG No.-3	5% of the maximum VGF amount	COD + 39 months
BG No.-4	5% of the maximum VGF amount	COD + 51 months

- 18.3 The PBG/BG 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.
- 18.4 The SPD shall furnish the PBG/BG from an Indian branch of a Scheduled Commercial Bank as listed on the website of Reserve Bank of India, as applicable on the date of issuance of bank guarantee. In case of the Project being implemented through a SPV incorporated/ utilized by the successful bidder, the PBG/BG shall be furnished in the name of the SPV, except for the case as indicated in Clause 38.3 of the RfS.
- 18.5 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 D (PBG)/ 7.3 G (BG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG/BG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed/VGF shall not be disbursed.
- 18.6 SECI has agreed to accept the PBG/BG 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/BG shall be encashable for being appropriated by SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.
- 18.7 The Successful Bidder is required to sign PPA with SECI within the timeline as stipulated in Clause 21 of the RfS. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of

the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by SECI from the Bank Guarantee available with SECI (i.e. EMD or PBG) as 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/SPD agrees that in case of invocation of BG, SECI is under no obligation to produce any estimate of loss in this regard.

18.8 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.

18.9 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd and a confirmation in this regard is received by SECI". Message Type: IFN760COV is to be used by the issuing bank.

18.10 After the bidding process is over, SECI may release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction (e-RA). The Bank Guarantees towards EMD of the Successful Bidders shall be released subsequent to submission of PBG by them to SECI. The PBG of SPD shall be returned to them, within 45 days of successful commissioning of the full Project Capacity/capacity finally accepted by SECI, as per Terms of PPA, after taking into account any penalties due to delays in commissioning of the project beyond the SCD as per Clause 9 and 10 of the RfS. In case of part-commissioning of the Project, PBG corresponding to such part capacity shall be released within 45 days of the actual date of commissioning of such part-capacity.

18.11 The BG submitted, prior to disbursement of VGF and subsequent to commissioning of full project capacity, shall be released as per clause 12.5 above.

18.12 Payment on Order Instrument (POI):

As an alternative to submission of PBG as above, the SPD also has an option to submit a letter of undertaking issued by either of the following two organizations, viz. (i) Power Finance Corporation Limited or (ii) 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 18.1 above, for the amount and validity period as per those Clause 18.1 above. In case the SPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 18.1 above, will be applicable in this case too.

18.13 **Insurance Surety Bond (Surety Bond):**

As an alternative to submission of PBG as above, the SPD 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 18.1 above, for the amount and validity period as per Clause 18.1 above. In case the SPD chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 18.1 above, will be applicable in this case too.

18.14 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”.

19 ***Success Charges***

19.1 **Success Charges:** The Selected Bidder shall have to pay Success Charges @ INR 1,00,000/MW (Indian Rupees One Lakh/MW) + applicable taxes, corresponding to the capacity awarded as per the LoA, 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 the deadline as per Clause 21.4 of the RfS. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS mode. In case of modification in Contracted 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 Contracted Capacity. In case of any of the above deadline being a holiday, the next working day in SECI will be the deadline for payment of Success Charges

19.2 Any delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract late payment charges stipulated in Clause 21.4 of the RfS.

20 ***Integrity Pact (IP)***

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

- a) Shri Rakesh Mohan, IA&AS (Retd.), e-mail ID: rmohan1987@gmail.com
- b) Shri Najib Shah, IRS (Retd.), e-mail ID: najibshah@hotmail.com

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

Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

Kind Attn.: Executive Director (C& P)

Telephone No.: - 0091-(0)11-24666200

E-mail: - abhisekhsri@seci.co.in, pratikpr@seci.co.in

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

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

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

21 Power Purchase Agreement (PPA)

21.1 SECI shall enter into Power Purchase Agreement (PPA) with Bidder selected based on this RfS. A copy of standard PPA to be executed between SECI and the selected SPD 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).

Further at the time of bid submission, the Bidder shall provide a tentative hourly generation profile for a representative day for each month in a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA, as per Appendix-I and II of the Covering Letter (Format-7.1). Delay in meeting the PPA timelines on account of changes in the Project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder. The PPA will be signed after signing of PSA for the Project.

The SPD 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 SPD 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.

- 21.2 The PPA shall be valid for a period of 25 years from the SCD. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD, Buying Entity and SECI.
- 21.3 The Performance Bank Guarantee as per Clause 18 above and Success Charges as per Clause 19 above, shall be submitted by the SPD prior to signing of PPA. Before signing of PPA between SECI and the SPD, 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 SPD are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 21.4 (i) SECI will invite the Successful Bidder for signing of PPA, through written intimation. The Bidder shall be required to submit the necessary documents, including the 2nd instalment of Success Charges and the PBG as required prior to PPA signing, within 30 days of the above intimation issued by SECI. Checklist for submission of necessary documents/charges/PBG is placed at Annexure-E of the RfS.
- (ii) Notwithstanding the actual PPA signing date, the Effective Date of the PPA shall be the date as on 15 days after the date of above intimation by SECI. In case of such day falling on a holiday, the Effective Date shall be the next working day.
- (iii) In case of delay in submission of the requisite documents//1st instalment of Success Charges/2nd instalment of Success Charges /PBG and/or signing of PPA by the Successful Bidder, extension charges @Rs. 1000/MW/day + applicable GST corresponding to the Contracted capacity shall be levied on the Bidder on per-day basis, until the date of submission of such documents/charges by the Successful Bidder. Such charges shall be non-refundable. The amount of Rs. 1000/MW/day + GST shall be paid by the Bidder 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 Bidder. In case of the Bidder signing the PPA 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 Bidder 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.
- (iv) The above penalty period shall be applicable for 30 days beyond the deadline for submission of requisite documents/PBG/Success Charges. Subsequent to lapse of this 30-day penalty period, SECI may grant further extension in PPA signing deadline, based on its discretion and subject to payment of applicable delay charges and submission of documentary evidences justifying the delay is beyond control of successful bidder.
- (v) SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.
- 21.5 SECI will be obligated to buy the entire power as per generation schedule, to be provided by the SPD subject to limitations as per the PPA, required under grid regulations.

However, the SPD is required to achieve energy supply within the minimum and maximum CUF limits as stipulated in clause 8.1.

- 21.6 Back-to-back Power Sale Agreement (PSA) in respect of all rights and obligation under the PPA between the SPD and SECI, will be executed by SECI with the Buying Entity for sale of power to Buying Entity, with the Buying Entity assuming all the obligations of SECI under the PPA. SECI's obligation to SPD 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 Entity at the discretion of SECI. Various provisions provided in the SECI-SPD PPA shall mutatis mutandi apply to PSA between SECI and Buying Entity, however, PSA signed with Buying Entity could be in elaborated form or in short form as per consultation done with Buying Entity.

- 21.7 The SPD will be free to repower the Project from time to time during the PPA duration at its own risk and cost, pursuant to Clause 8.1 above. However, SECI/Buying Entity will be obliged to buy power only upto the Contracted Capacity as per the PPA.
- 21.8 The SPD is free to operate their project 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 SPD, SECI and the Buying Entity, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.
- 21.9 In addition to the above, subsequent to signing of PPA, the SPD shall be required to submit the monthly Project status on 5th day of every calendar month as per Annexure-D of the RfS or any format as provided subsequent to signing of PPA.

22 Financial Closure or Project Financing Arrangements

- 22.1 The Project shall achieve Financial Closure by the date as on 6 months from the effective date of PPA. (For e.g. if effective date of PPA is 25.04.2026, then scheduled Financial Closure date shall be 25.10.2026).
- 22.2 At the stage of Financial Closure, the SPD shall report 100% tie-up of Financing Arrangements for the Project. In this regard, the SPD shall submit a certificate/ necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The SPD shall also submit details of all planned/ proposed solar panels, inverters, BESS along with necessary purchase order/agreements for the Project.
- 22.3 At this stage, the Project Developer would also furnish within the aforesaid period the necessary documents to establish that the required land for project development is in clear possession of the Project Developer (minimum 1.5 ha per MW) and the requisite

technical criterion have been fulfilled. In addition to the above, the SPD shall be required to submit the transmission/connectivity agreement with the STU/DISCOM.

- 22.4 In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash PBG/POI/Surety Bond and may terminate the PPA. An extension may however be considered, on the sole request of SPD, on advance payment of extension charges of INR 10,000/- per day per MW (of Contracted Capacity) + applicable GST. This extension will not have an impact on the obligation of SPD to commence supply of power by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notice to the SPD for not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the SPD to either furnish the necessary documents or make the above-mentioned payment of Rs. 10,000/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/Surety Bond of the SPD and may terminate the PPA for the Project. The amount of Rs. 10,000/MW/day + GST shall be paid by the SPD 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 SPD. In case of the SPD 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 SPD 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. This amount will go into the Payment Security Fund. This extension will not have any impact on the Scheduled Commissioning Date.
- 22.5 The SPD will have to submit the required documents to SECI at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

23 *Shareholding by the Project Promoter*

- 23.1 The Bidder shall provide complete information in its bid in reference to this RfS about its promoters and upon issuance of LoA, the SPD shall provide information about its promoter and their shareholding in the Company before signing of PPA with SECI.
- 23.2 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.
 - vii. Transfer of shares within the group companies due to merger/amalgamation subject to court approval.
- 23.3 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 01 (one) year after the COD, except with the prior approval of SECI.
- 23.4 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid-up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.
- 23.5 In case of Project being executed through SPV, 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 01 (one) year after the COD, except with the prior approval of SECI. In the event the Successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after COD, 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 COD, except with the prior approval of SECI.
- 23.6 Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to SECI.
- 23.7 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.

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

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – A. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

- i. Covering Letter as per **Format 7.1.**
- ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2.**
In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
- iii. Bank Guarantee/POI/Surety Bond against Earnest Money Deposit (EMD) as per **Format 7.3A/7.3B/7.3C.**
- 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:
 - a. 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.
 - b. 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
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
- v. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
- vi. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
- vii. Undertaking as per **Format 7.7.**
- viii. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.
- ix. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9.**

- x. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.10**.
- xi. Attachments
 - a. Memorandum of Association, Article of Association of the Bidder 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 Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company/ any member of the bidding consortium, at the time of bid submission, the bid submitted shall be treated as non-responsive and shall be rejected.
 - 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 Power plant development has to be submitted prior to signing of PPA.
 - b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
 - c. 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.
 - d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2024-25, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable) shall be required to be submitted.
 - e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- xii. Covering letter of the Financial bid as per **Format - 7.11**.
- xiii. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.12**.

25 Important Notes and Instructions to Bidders

- 25.1 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.
- 25.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 21 of the RfS.

- 25.3 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.
- 25.4 If the event specified at Clause 25.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 25.5 Response submitted by the Bidder shall become the property of the SECI and SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 18 of the RfS.
- 25.6 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.
- 25.7 The response to RfS shall be submitted as mentioned in Clause 24 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.
- 25.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno-commercial bid.
- 25.9 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.
- 25.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 25.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 25.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 25.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 25.14 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.

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

25.16 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.

26 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 VGF/tariff quoted in any part of response to the RfS, other than in the financial bid.
- (e) Non-submission of payment details against Cost of RfS and/or Bid Processing Fee.
- (f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (g) Except for the scenario as per Clause 5.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- (h) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

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

27 Method of Submission of Response to RfS by the Bidder

27.1 Documents to be Submitted Offline

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

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

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

Bank Guarantee/POI/Surety Bond against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of SECI until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs on 10.04.2026, the above deadline will expire at 18:00 hrs on 12.04.2026. 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 Solar Power Developer for setting up of 10 MW Grid-connected Solar PV Power Project along with 10 MW/20 MWh Battery Energy Storage System (BESS) in Odisha under VGF-based Competitive Bidding	
<i>RfS Reference No.</i>	SECI/C&P/IPP/11/0019/25-26 dated 17.02.2026
<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>	Executive Director (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 - abhisekhsri@seci.co.in, pratikpr@seci.co.in

27.2 **Documents to be Submitted Online**

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

If the Bidder has submitted bid online and fails to submit the Bank Guarantee/POI/Surety Bond against EMD for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted at this stage will be

encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.

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

I. Technical Bid (First Envelope)

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

- (a) Formats - 7.1, 7.2 (if applicable), 7.3 A/ 7.3 B/7.3C, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9 and 7.10 as elaborated in Clause 24 of the RfS.
- (b) All attachments elaborated in Clause 24 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 in the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.

Submission of Pass-phrases: In line with Clause 25.8, and Annexure-A, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno-commercial bid.

II. Financial Bid (Second Envelope)

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

- (a) Covering letter of the Financial Bid as per Format - 7.11 of the RfS
- (b) Preliminary Estimate of Cost of the Project as per Format 7.12 of the RfS.


As part of financial bid submission, only a single VGF amount/discounted tariff for the Project, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. Bidder will have to select only one of the two options (First round VGF or First round tariff) in the electronic form. If both the options are selected, then the bid shall be considered as non-responsive. 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.

28 *Notice Board for Display*

The SPD 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.

<p>___ MW Grid-Connected Solar PV Power Project</p> <p>Owned and operated by</p> <p>----- (insert name of the SPD)</p> <p>[Under RfS for Selection of Solar Power Developer for setting up of 10 MW Grid-Connected Solar PV Power Project along with 10 MW/ 20 MWh Battery Energy Storage System in Odisha under VGF-based Competitive Bidding by Solar Energy Corporation of India Limited]</p> <div style="text-align: center;"></div> <p>Village:, Tehsil....., District....., State.....</p>
--

29 *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 LoA, the discovered

VGF/ Tariff shall be deemed to be valid until the signing of PPA, pursuant to Clause 44.2 of the RfS.

30 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.

31 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

- 31.1 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.
- 31.2 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, and elaborations shall be issued by SECI which will be notified on SECI/ ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the RfS documents, the Bidders shall be provided with a period of at least 7 days therefrom, for submission of bids.
- 31.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).

32 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 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 44.2 below, the 1st and 2nd installment of the Success Charges, as paid by the Successful Bidder will be refunded by SECI without any interest. In such cases, refund of GST amount will be dealt according to extant provisions of GST Act. However, in case PPA is eventually not signed on account of reasons attributable to the Successful Bidder, the 1st and 2nd installment of Success Charges, as paid by the Successful Bidder, will not be refunded by SECI.

33 *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 SPD. SECI shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with SPD 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 SPD.

34 *Compliance with Cybersecurity norms*

a) The SPD shall comply with the Cyber Security Regulations applicable in the Power Sector as and when notified by the Central Electricity Authority (CEA), including any amendments issued from time to time.

b) The SPD shall adhere to all applicable cybersecurity directions, alerts, advisories, guidelines, and orders issued from time to time by Sectoral CERT-RE, CSIRT-Power, CERT-In, and any other competent Central Government authority dealing with cybersecurity.

c) In respect of Critical Information Infrastructure (CII) deployed for the project/plant, the SPD shall furnish to SECI / Sectoral CERT-RE, as applicable, complete details, including OEM name, product/model details, and software/firmware versions, and shall update the same whenever any change occurs.

35 *Points of Contact in SECI*

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

- i. Bid submission up to issuance of LoA:-
 - a. Details as per Bid Information Sheet
- ii. Subsequent to issuance of LoA up to commencement of power supply:-

a. Solar Division

Sh. Abhimanyu Sawant Dy. Manager	Phone (Off): 011-24666377 Email: abhimanyu.sawant@seci.co.in
Sh. Akash Singh Sr. Manager	Phone (Off): 011-24666258 Email: akash@seci.co.in
Sh. Manas Ranjan Mishra DGM	Phone (Off): 011-24666231 Email: manas@seci.co.in

b. Energy Management Department

Sh. Anil Yadav Manager	Phone (Off): 011-24666253 Email: anilyadav@seci.co.in
Sh. Shibasish Das DGM	Phone (Off): 011-24666226 Email: shibasish@seci.co.in
Sh. Atulya Kumar Naik Executive Director	Phone (Off): 011-24666215 Email: aknaik@seci.co.in

iii. Subsequent to commencement of power supply:-

a. Energy Management Department

Sh. Anil Yadav Manager	Phone (Off): 011-24666253 Email: anilyadav@seci.co.in
Sh. Shibasish Das DGM	Phone (Off): 011-24666226 Email: shibasish@seci.co.in
Sh. Atulya Kumar Naik Executive Director	Phone (Off): 011-24666215 Email: aknaik@seci.co.in

SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS

Shortlisting of Bidders will be based on the following Criteria:

36 *General Eligibility Criteria*

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

36.1 The Bidder shall be a Company as defined.

36.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to either (i) 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 (as per the Consortium Agreement submitted at the time of bid submission) unchanged, or (ii) utilize an already registered company with the shareholding of this company being identical to the shareholding as per the Consortium Agreement submitted at the time of bid submission. 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 identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5). It is clarified that in case of Consortium, each of the Consortium members shall have a non-zero equity participation in the Consortium, i.e. a Consortium of 2 members with a 100:0 arrangement of equity commitment will not be eligible as a bidder under this RfS.

36.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it shall form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

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

36.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 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:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium where any member of the consortium falls under any of the above.
- v. “Beneficial owner” for the purposes of Clause 36.4.iii.d. 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.

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

36.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. (a) 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.

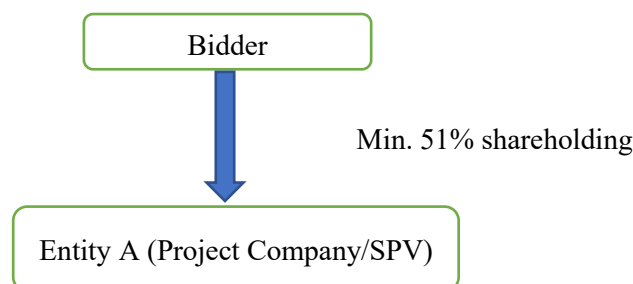
36.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to SECI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and thereafter the combined shareholding of the Consortium Members in the SPV/Project Company

shall not fall below 51% at any time prior to 1 year from the COD, except with the prior approval of SECI.

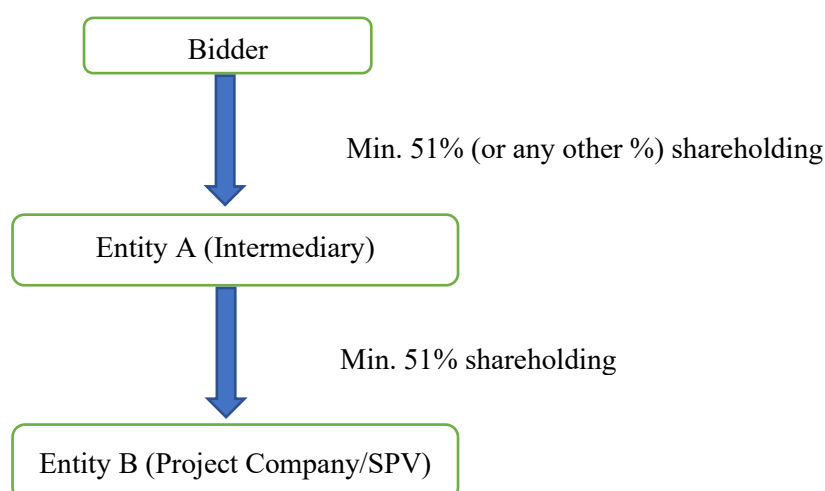
36.8 As on the bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect as per Format 7.7 of the RfS.

36.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 36.3 and 36.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per the RfS, only Scenario 1 is permissible in case of project being implemented by SPV.

37 Technical Eligibility Criteria

- 37.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning and commencement of power supply from the Project. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9.
- 37.2 Detailed technical parameters for Solar PV Project to be met by SPD are at Annexure-B. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-B. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells) under the above Order, valid as on the date of invoicing of such modules.
- 37.3 The Projects shall also comply with the criteria for energy supply as detailed in Clause 8 of the RfS.
- 37.4 SPD shall install and maintain GPS enabled Automatic Weather Station (AWS) as per the technical specifications and standards specified by relevant Central Government Agency. Availability of the data from such AWS shall be ensured as specified by the appropriate Load Dispatch Centre and other Central Government agencies in accordance with the provisions of Indian Electricity Grid Code and instructions from the appropriate Load Dispatch Centre from time to time.
- 37.5 SPD shall comply with applicable cyber security regulations, directives, and guidelines issued by the Central Government Authorities dealing with cyber security.

38 Financial Eligibility Criteria

38.1 Net-Worth

- i. The Net-Worth of the Bidder should be equal to or greater than **INR 14,25,00,000/- (Indian Rupees Fourteen Crore and Twenty Five Lakhs only)**, as on the last date of previous Financial Year, i.e. FY 2024-25 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(s) fail to do so in accordance with the RfS.
- iii. Net-Worth to be considered for this clause shall be the total Net-Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

38.2 Liquidity

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- i. A minimum annual turnover of **INR 4,02,36,000 (Indian Rupees Four Crore Two Lakhs and Thirty-Six Thousand only)** during the previous financial year, 2024-25 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 80,47,000/- (Indian Rupees Eighty Lakhs Forty Seven Thousand only)** of the quoted Contracted Capacity, as on the last date of previous financial year, 2024-25, 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 1,00,59,000/- (Indian Rupees One Crore and Fifty-Nine Thousand only)** towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

38.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 38.1 and 38.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI/Surety Bond in case the Bidder(s) fail to do so in accordance with the RfS. Further, it is clarified that the evaluation of financials shall be limited to those Affiliates whose names have been mentioned in Format 7.6 submitted at the time of bid submission. Introduction of any new Affiliate(s)/ any modification in the name of Affiliate(s) during the bid evaluation stage is not permitted.

38.4 For the purposes of meeting financial requirements, latest consolidated/ unconsolidated audited annual accounts of the bidding company shall be used. However, in case the bidding Company is seeking qualification on the basis of financial capability of its Affiliates (fully or partly), then only the unconsolidated audited Annual Accounts of the Affiliate(s) shall be used.

38.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2024-25, or provisional accounts as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to

submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- 38.6 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- 38.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 38.5 above.
- 38.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by the Consortium shall be computed on aggregate basis, summing up the meeting of eligibility requirements as demonstrated by the individual Consortium members.
- 38.9 In all cases, accounts prior to the date as on the previous Financial Year (for which audited accounts are available), as applicable for the Bidder, shall not be accepted. In case the audited accounts for FY 2024-25 are not available, audited accounts for FY 2023-24 may be submitted.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

39 *Bid Evaluation*

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

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

- 40.1 The first envelope (Techno-commercial Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 24 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 21.04.2026, the online bid opening will be conducted on 24.04.2026. In case of the above date being a holiday, the bids will be opened on the next working day.

- 40.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.
- 40.3 Subject to Clause 24 of the RfS, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of bids, SECI may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 07 (seven) days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email-id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.
- 40.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

41 *Financial Bid Evaluation (Step 2)*

- 41.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “First Round VGF/ Discounted 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.
- 41.2 Second Envelope (containing First Round VGF/ Discounted Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

- 41.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single “First Round VGF/ Discounted Tariff”, with a ceiling limit of INR 1 (one) Crore per MW or a ceiling tariff of INR 2.70 /kWh, as applicable. The VGF has to be quoted in Indian Rupee per MW or the Tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted VGF is INR 56,00,000.337, then it shall be considered as INR 56,00,000.33).
- 41.4 In this step, evaluation will be carried out based on the VGF/Tariff quoted by Bidders. The bids submitted with first round VGF more than the ceiling limit of INR 1 (one) Crore per MW or the discounted tariff, if opted, more than INR 2.70 shall be rejected.
- 41.5 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.
- 41.6 If the first-round VGF/discounted tariff quoted is same for two or more Bidders, then all the Bidders with same VGF/discounted tariff shall be considered of equal rank/ standing in the order.
- 41.7 All Bidders with same VGF/ discounted tariff shall be eligible for reverse auction round provided their rank is equal to or less than nth Bidder as mentioned in Clause 42.2 of the RfS
- 41.8 Ranking of bidders after Financial Bid Evaluation: In case of financial bids received from the bidders are in the form of VGF and discounted tariff, priority in ranking shall be given to the discounted tariffs over VGF and the ranking shall be done accordingly. Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.58 (discounted tariff in ₹/ kWh)	L1
B2	₹ 2.60 (discounted tariff in ₹/ MW)	L2
B3	₹ 2.69 (discounted tariff in ₹/ MW)	L3
B4	₹ 2.69 (discounted tariff in ₹/ MW)	L3
B5	₹ 0 (VGF in ₹/ MW)	L4
B6	₹ 5,55,000 (VGF in ₹/ MW)	L5
B7	₹ 5,56,000 (VGF in ₹/ MW)	L6
B8	₹ 6,20,000 (VGF in ₹/ MW)	L7
B9	₹ 7,50,000 (VGF in ₹/ MW)	L8

42 Reverse Auction (Step-3)

- 42.1 The reverse auction for the tendered capacity shall be conducted on the portal <https://www.bharat-electronictender.com>, on the day as intimated by SECI to the eligible bidders. Rules of the auction process are brought out below, and are also contained in

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

42.2 The total number of eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders

Total number of Bidders eligible for e-Reverse Auction (e-RA)

i. In case $T \leq 3$: 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 $T > 3$: The lowest ranked bidder, i.e. the bidder quoting the highest VGF/ discounted tariff, whichever is applicable (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, no elimination will take place at this stage.
- (b) The above elimination will take place subject to the condition that 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 no. of techno-commercially shortlisted bidders = 5

S. No.	Techno commercially qualified Bidder	Rank	Submitted Financial Bid	T	n	Shortlisted Bidders
1	B4	L1	₹ 2.58 (discounted tariff in ₹/ kWh)	5	4*	B4
2	B1	L2	₹ 2.60 (discounted tariff in ₹/ MW)			B1
3	B2	L3	₹ 2.69 (discounted tariff in ₹/ MW)			B2
4	B5	L4	₹ 1,00,000 (VGF in ₹/ MW)			B5
5	B3	L5	₹ 5,55,000 (VGF in ₹/ MW)			

* n = T-1 as per the above formula

Scenario-2: Total no. of techno-commercially shortlisted bidders=3

S. No.	Techno commercially qualified Bidder	Rank	Submitted Financial Bid	T	n	Shortlisted Bidders
1	B3	L1	₹ 2.58 (discounted tariff in ₹/ kWh)	3	3*	B3
2	B1	L2	₹ 2.60 (discounted tariff in ₹/ MW)			B1
3	B2	L3	₹ 2.69 (discounted tariff in ₹/ MW)			B2

* n = T as per the above formula

- 42.3 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation, it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause 42.2 above.
- 42.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.
- During the 15 minutes prior to start of reverse auction process, the respective VGF/discounted tariff quoted by the bidder shall be displayed on its window.
 - The minimum decrement value for VGF shall be INR 25,000 per MW. During e-RA, the bidder can mention its revised VGF value which has to be at least INR 25,000 less than its current quoted VGF value. Similarly, the minimum decrement value for discounted tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.
 - Bidders can only quote any value lower than their previous quoted VGF/discounted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in VGF/ tariff will not be permissible. Bidders can improve their ranking by quoting the VGF/tariff lower than their last quoted VGF/ discounted tariff.
 - During reverse auction, the Bidder shall not have the option of changing the total Contracted Capacity offered while quoting VGF/tariff during reverse auction.
 - At any point during e-RA, either VGF or discounted tariff field shall remain enabled for the bidder. The VGF field remains enabled as long as quoted VGF is positive i.e. more than zero and the discounted tariff field remains disabled. Once the VGF value becomes zero, from the next step onwards the discounted tariff becomes enabled and the VGF field becomes disabled. A bidder quoting positive VGF can go for discounted tariff option during the reverse auction as mentioned in example below:

For e.g. If the bidder has quoted VGF as ₹ 2,43,500/- per MW at any stage during reverse auction and wishes to forgo VGF and quote Discounted Tariff for further competition, the following steps are to be followed:

Step 1: It will have to mention the VGF as ₹ 0/-. (VGF will stand as ₹ 0/- and Discounted tariff as ₹ 2.70 /kWh).

Step 2: It will have to mention its discounted tariff value. (Now, if the Bidder wants to quote ₹ 2.60 as the tariff, then he has to mention the value in the discounted tariff field).

- vi. In the bidder's bidding window, the following information can be viewed by the bidder:
 - a. Its First round VGF/ discounted tariff as the initial start price and there after last quoted VGF/ discounted tariff.
 - b. The list of all the Bidders with their following details: Pseudo Identity and last quoted VGF/ discounted tariff.
- vii. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/extended closing time. Such auto extension shall be effected if by way of reduction in VGF/ discounted tariff, a Bidder causes a change in L1 position at that instant.
- viii. If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

43 *Selection of Successful Bidders*

43.1 Subsequent to conclusion of the e-RA process, the bidders will be listed in the increasing order of the VGF/discounted tariffs discovered at the end of e-RA.

43.2 The bidder quoting the lowest VGF/discounted tariff, as applicable will be declared as Successful Bidder under the RfS, subject to the following conditions:

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

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

- L1 tariff discovered after e-RA: Rs. 2.60/kWh

Rank	Time stamp	VGF/discounted Tariff	Qualified as Successful Bidder
L1	NA	2.60 (discounted tariff in ₹/ kWh)	L1
L2	16:00:01	2.69 (discounted tariff in ₹/ kWh)	---
L2	16:00:02	2.69 (discounted tariff in ₹/ kWh)	---
L3	NA	1,00,000 (VGF in ₹/ MW)	---
L4	NA	1,25,000(VGF in ₹/ MW)	---

44 Issuance of LoA

- 44.1 At the end of selection process, Letter of Award (LoA) will be issued to the successful Bidder for the Project. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.
- 44.2 In all cases, SECI's decision regarding selection of bidder through Reverse Auction or other- wise based on First Round VGF/discounted tariff or annulment of tender process shall be final and binding on all participating bidders.
- 44.3 In case of delay in signing of PPA by SECI beyond the date as on 12 months subsequent to issuance of LoA, the LoA shall stand cancelled, and the EMD submitted by such Bidder shall be returned by SECI.

SECTION 6. DEFINITIONS OF TERMS

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

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

45.2 **"AFFILIATE"** shall mean a company that, directly or indirectly,

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors to the Board of Directors.

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

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

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

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

45.7 **"BUYING ENTITY"** shall mean the End Procurer i.e. GRIDCO.

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

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$.

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

45.9 **“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.

45.10 **“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.

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

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

- i. in the financial year in which the SCD would occur, the Contract Year shall end on the date immediately before the SCD and a new Contract Year shall commence once again from the SCD and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
- ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.

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

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

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

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

45.17 **“EFFECTIVE DATE”** shall be the date as per Clause 21 of the RfS.

45.18 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.

45.19 **“GUIDELINES”** shall mean “Guidelines for Implementation of Scheme for Setting up of over 5000 MW Grid-connected Solar PV Power Projects under Batch-IV” issued by the Ministry of New and Renewable Energy (MNRE) dated 14.03.2016 including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfS read along with Scheme sanctioned by MNRE for “Installation of grid connected solar project & various off-grid applications for 100% Solarization of

Konark Sun temple & Konark temple” issued vide F.no.322/8/2019-NSM dated 19.05.2020.

45.20 **“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 and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub- section (1) of Section 86 of the Electricity Act 2003, as applicable.

45.21 **“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 entities which have Government shareholding, 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.

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

45.23 **“INTERMEDIARY PROCURER”** shall mean a trader who shall aggregate the power purchased from the Project and sell it to the Buying Entity.

- 45.24 **“INTERESTED PARTIES”** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;
- 45.25 **“InSTS”** means Intra-State Transmission System.
- 45.26 **“ISTS”** means Inter-State Transmission System.
- 45.27 **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).
- 45.28 **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** or **“LEAD MEMBER”**:
There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.
- 45.29 **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the Project.
- 45.30 **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- 45.31 **“LLC”** shall mean Limited Liability Company.
- 45.32 **“MEMBER IN A BIDDING CONSORTIUM”** or **“MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.
- 45.33 **“MONTH”** shall mean calendar month.
- 45.34 **“NET-WORTH”** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.
- 45.35 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 45.36 **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
- 45.37 **“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 2 hours, to be chosen by the Buying Entity, between 18:00 Hrs. in the evening of a day and 09:00 Hrs. in the morning of the subsequent day, to be chosen by the Buying Entity.
- During these hours, the Buying Entity shall choose any 2 hours for off-take of power up to 20,000 kWh for 10 MW of Contracted Capacity (with 10,000 kWh to be off-taken for 10 MW of Contracted Capacity in every hour), on a daily basis.

However, with respect to requisition of drawl Schedule, Buying Entity shall comply with SERC/Indian Electricity Grid Code (as and when implemented), regulations on Forecasting, Scheduling and Deviation Settlement, as applicable.

45.38 **“PEAK POWER”** shall mean the power supplied from the Project during Peak Hours;

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

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

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

45.42 **“PROJECT”** or **“SOLAR PV POWER PROJECT”** or **“POWER PROJECT”** shall mean the renewable energy generation facility owned by the SPD, comprising Solar Power Generating systems, including BESS, having a single point of injection into the grid at Interconnection/Metering point at STU substation

The Project shall include all units/modules, 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. Further, it is clarified that BESS charged using a source other than solar power would not qualify as solar power.

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

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

45.45 **“PROJECT LOCATION”** shall mean the area identified by the SPD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented, and shall also include RE Parks being set up under the respective Guidelines.

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

45.47 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by SECI including standard Power Purchase Agreement and standard Power Sale Agreement

along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/IPP/11/0019/25-26 dated 17.02.2026.

45.48 **“RENEWABLE ENRGY (RE) POWER”** shall mean power from RE Power Projects (Solar, Wind or any other RE generating source).

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

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

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

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

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

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

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

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

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

SECTION 7. SAMPLE FORMS & FORMATS FOR BID SUBMISSION

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

Format 7.1

COVERING LETTER

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

Ref. No. _____ Date: _____
From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)
Tel.#: Fax#:
E-mail address#

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

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

Dear Sir/ Madam,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for the Term of the PPA to SECI, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.8 under Disclosure)

OR

We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard. {strike out whichever is not applicable}

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted any other response to RfS other than this response to RfS.

We are submitting application for the development of the Project with the following details:

Location of Project (Village, Tehsil, Dist., State)	Interconnection Point Details	Proposed CUF

1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]*, standard PPA and PSA documents attached thereto, issued by SECI. In token of our acceptance to the RfS, PPA and PSA documents along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that we will commence power supply from the full Project capacity within the deadline as per Clause 9 of the RfS.
2. Earnest Money Deposit (EMD):- *(Please read Clause 17 carefully before filling)*
We have enclosed EMD of INR *(Insert Amount)*, in the form of Bank Guarantee/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. 17 of this RfS. (Strike off whichever is not applicable)
3. We hereby declare that in the event our Project 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 Project, within due time as mentioned in Clause Nos. 18 & 19 of this RfS on issue of LoA by SECI for the selected Project and/ or we are not able to sign PPA with SECI within the timeline as stipulated in the RfS for the selected Project, SECI shall have the right to encash the EMD submitted by us.
4. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. **Acceptance:-**
We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS and all claims in respect of this process.
6. **Familiarity with Relevant Indian Laws & Regulations:-**
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

7. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with SECI, committing total equity infusion in the SPV as per the provisions of RfS.
8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SECI.
10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
11. We confirm that all the terms and conditions of our Bid are valid for 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 44.2 of the RfS.

12. Contact Person

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

Name :
 Designation :
 Company :
 Address :
 Phone Nos. :
 Mobile Nos. :
 E-mail address:

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

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

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

Thanking you,

We remain,
Yours faithfully,

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

Appendix-I to Covering Letter

Project Capacity: _____ MW

Project Location: _____

Tentative Average Hourly Profile (in MUs)

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
8												
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20												
21												
22												
23												
24												

Appendix-II to Covering Letter

Project Capacity: _____ MW

Project Location: _____

Tentative Average Hourly Profile (in MW)

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

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 Solar Power Developer for Setting up of 10 MW Grid-connected Solar PV Power project in Odisha under VGF-based Competitive Bidding for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of *[Insert the name of the Bidder]* as per the terms of the RfS, the _____ *[Insert name & address of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at *[Insert Name of the Place from the address of SECI]* forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ *[Insert amount not less than that derived in line with Clause 17 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. 17 of this RfS]* and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

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

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ *[Insert name of the Bidder]* and/ or any other person. The Guarantor Bank shall not require SECI to justify the

invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause No. 17 of this RfS*]. SECI shall be entitled to invoke this Guarantee till _____ [*Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 17 of this RfS*].

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

Signature: _____

Name: _____

Power of Attorney No.: _____

For

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

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC
(IN LIEU OF BG TOWARDS EMD)**

No.

Date

SECI,

Registered

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

Dear Sir,

1. It is to be noted that M/s. _____ (*insert name of the POI issuing Agency*) ('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 Setting up of 10 MW Grid-connected Solar PV Power Project in Odisha 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 PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI*] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [*Insert amount not less than that derived in line with Clause 17 of the RfS*], only, on behalf of M/s _____ [*Insert name of the Bidder*].
4. In consideration of the above facts, REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions:-
 - (a) REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;

- (b) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (c) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc.;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
 - (g) The POI shall be the primary obligation of REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;
 - (h) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. and REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated. SECI shall be entitled to invoke this POI till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 17 of this RfS].
6. In pursuance of the above, REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of
M/s. _____
(Name of the POI issuing agency).

()
General Manager (TS)

Copy to:-

M/s. __PP_____

_____ As per their request

()
General Manager (TS)

FORMAT OF INSURANCE SURETY BOND TOWARDS EMD

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

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

Dear Sir,

In accordance with your RfS No.dated, M/s[*Insert name of the Bidder*] having its Registered/Head Office at..... [*Insert address of the bidder*] (hereinafter referred to as 'bidder') wish to participate in the said bid for[*Insert name of the RfS*].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of [*Insert amount not less than that derived in line with Clause 17 of the RfS*] valid for.....[*insert date of validity in accordance with Clause No. 17 of this RfS*] required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfS Documents.

We, the..... [*Insert name of the Insurer*] having our Head Office at[*Insert address of the Insurer*] guarantee and undertake to pay immediately on demand by Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI') the amount of [*Insert amount not less than that derived in line with Clause 17 of the RfS*] without any condition, demur, reservation, contest, recourse or protest, and/ or without any reference to the Bidder. Any such demand made by SECI shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid upto..... [*insert date of validity in accordance with Clause No. 17 of this RfS*]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s[*Insert name of the Bidder*] on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer 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 Insurer, in order to make the said payment to SECI.

The Insurer 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 Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder. SECI shall be entitled to invoke this Bond till _____ *[Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 17 of this RfS]*.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly SECI shall not be obliged before enforcing this Insurance Surety Bond 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.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this day of 20..... at

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Power of Attorney No.....

Date.....

Email id of the Branch for confirmation of this Bond:

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
2. SECI shall be the Creditor, the bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Solar Power Developer') submitting the response to RfS inter alia for [*Insert title of the RfS*] of the capacity of MW, at [*Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Solar Power Developer and issuing Letter of Award No. _____ to _____ (*Insert Name of selected Solar Power Developer*) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of the SECI*] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [*Insert name of the selected Solar Power Developer/ Project Company*]

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

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only).

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the selected Solar Power Developer/ Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand. SECI shall be entitled to invoke this Guarantee till _____ [*Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 18 of this RfS*].

Signature: _____

Name: _____

Power of Attorney No.: _____

For

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

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by an Indian branch of a Scheduled Commercial Bank listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of Bank Guarantee.

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC
(IN LIEU OF PBG)

No.

Date

SECI,

Registered

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

Dear Sir,

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

4. In consideration of the above facts, REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions:-
- (i) REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;
 - (j) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (k) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (l) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc;
 - (m) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (n) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
 - (o) The POI shall be the primary obligation of REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;
 - (p) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto_____ and REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated. SECI shall be entitled to invoke this POI till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 18 of this RfS].

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

Thanking you,

Yours faithfully
For and on behalf of

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

()
General Manager (TS)

Copy to:-

M/s. __PP_____

_____ As per their request

()
General Manager (TS)

**FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE
SECURITY**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To

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

Dear Sir,

In consideration of Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [*Insert name of Solar Power Developer*]..... with its Registered/Head Office at..... (Hereinafter referred to as the 'Solar Power Developer' or 'SPD', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the project of capacity ofMW for supply of power there from on long term basis, in response to the RfS dated..... issued by SECI by issuing Letter of Award No.dated..... and the same having been unequivocally accepted by the SPD, resulting into a Power Purchase Agreement (PPA) to be entered, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the SPD having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees[*Total Value*] only.

We[*Name & Address of the Insurer*] having its Head Office at (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay SECI unequivocally, irrevocably and unconditionally, on demand any and all amount to the extent of amount up to and not exceeding Indian Rupees [*Total Value*] on behalf of M/s [*Insert name of the selected SPD*] at any time up to [*days/month/year*] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the SPD. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the SPD or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of SECI and further agrees that the guarantee herein contained shall be enforceable till SECI discharges this guarantee.

SECI shall have the fullest liberty, without affecting in any way the liability of the Insurer

under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the SPD for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, SECI shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SPD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Power Purchase Agreement between SECI and SPD or any other course or remedy or security available to SECI. The Insurer shall not be released of its obligations under these presents by any exercise by SECI of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of SECI or any other indulgence shown by SECI or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that SECI at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the SPD and notwithstanding any security or other guarantee that SECI may have in relation to the SPD's liabilities.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer 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 Insurer, in order to make the said payment to SECI.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ *[Insert name of the SPD]* and/ or any other person. The Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder. SECI shall be entitled to invoke this Bond till _____ *[Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 18 of this RfS]*.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

The Insurer acknowledges that this Insurance Surety Bond is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the RfS.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR (Indian Rupees only) and it shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/s[SPD's Name] on whose behalf this Insurance Surety Bond has been given.

Dated this day of 20..... at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer stamp)

Email id of the Branch for confirmation of this Bond:

Authorized Vide Power of Attorney No.....

Date.....

WITNESS :

1.....
(Signature)

.....
(Name)

.....
(Official Address)

2.
(Signature)

.....
(Name)

.....
(Official Address)

Notes :

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. SECI shall be the Creditor, the SPD shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of SPD/Insurer issuing the Insurance Surety Bond.

FORMAT FOR BANK GUARANTEE (PBG)

(To be submitted for disbursement of VGF, if applicable)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ *[Insert name of the Bidder]* (hereinafter referred to as 'selected Solar Power Developer' or 'SPD') submitting the response to RfS inter alia for *[Insert title of the RfS]* of the capacity of MW, at *[Insert name of the place]*, for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of *[Insert name of the Bidder]* (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selected the Project of the Solar Power Developer, issued the Letter of Award No. _____ to _____ *(Insert Name of selected Solar Power Developer)* as per terms of RfS and signed a Power Purchase Agreement (PPA) for purchase of Power [from selected Solar Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. The Project has commenced/ is going to commence supply of power from full Project Capacity. Hence, the SPD is eligible for a Viability Gap Funding (VGF) support amounting to maximum INR...../- for the said 10 MW Grid connected Solar PV project developed/being developed as per the RfS/PPA signed between SPD and SECI.

As per the terms of the RfS, the _____ *[Insert name & address of Bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at *[Insert Name of the Place from the address of the SECI]* forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ *[Insert name of the selected Solar Power Developer/ Project Company]*

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

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only).

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the selected Solar Power Developer/ Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand. SECI shall be entitled to invoke this Guarantee till _____ [*Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 18 of this RfS*].

Signature: _____

Name: _____

Power of Attorney No.: _____

For

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

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by an Indian branch of a Scheduled Commercial Bank listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of Bank Guarantee.

FORMAT FOR BOARD RESOLUTIONS

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

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

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. ***(To be provided by the Bidding Company)***

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. ***(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)***

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. ***(To be provided by each Member of the Bidding Consortium including Lead Member)***

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. ***[To be passed by the Lead Member of the Bidding Consortium]***

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT FOR CONSORTIUM AGREEMENT

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

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

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

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

WHEREAS, SECI had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by SECI wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, _____, Member-n and to submit the response to the RfS.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the combined shareholding in the SPV/Project Company shall not fall below 51% at any time prior to 01 (one) year after the COD, except with the prior approval of SECI.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure and commissioning of the Project in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of SECI in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by SECI.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of SECI.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

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

Witnesses:

1) Signature-----

Name:

2) Signature -----

Name:

Address:

Address:

For M/s----- [Member 2]

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

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

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

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

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

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

Ref. No. _____

Date: _____

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

Tel. #:

E-mail address#

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

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

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2024-25/2023-24 or as on the date at least 7 days prior to the bid submission deadline *(Strike out wherever not applicable)*.

This Net Worth has been calculated in accordance with instructions provided in Clause 38.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member: INR ----- Crore

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

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

Total			

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR _____ (_____ in words) as on the end of Financial Year 2024-25/2023-24 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (Rs. Crore)
Company 1			
Total			

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the*

relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: *[Insert name of the Member]*

Annual Turnover Requirement to be met by Member: INR -----Crore

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

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (Rs. Crore)
Company 1			

Total			

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria as mentioned in the RfS, by demonstrating a PBDIT of INR _____ (in words) as on the end of Financial Year 2024-25 or as on the day at least 7 days prior to the bid submission deadline. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (Rs. Crore)
Company 1			
Total			

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the*

relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: *[Insert name of the Member]*

PBDIT Requirement to be met by Member: INR -----Crore

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

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PBDIT (Rs. Crore)
Company 1			

Total			

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

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.

Regn. No. of the CA's Firm:

UDIN:

Date:

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

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

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

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

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

(Name and Signature of the Authorized Signatory)

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref.No. _____

Date: _____

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

Tel. #: Fax#:

E-mail address#

To

(Enter Address of SECI)

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

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

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

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

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

We further declare that we have read the provisions of Clause 37.2 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

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

We further understand that the solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells) as published by MNRE and valid as on the date of invoicing of such modules.

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

Dated the _____ day of _____, 20____.

Thanking you,

We remain,

Yours faithfully,

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

FORMAT FOR DISCLOSURE

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

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

DISCLOSURE

Ref.No. _____

Date: _____

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

Tel. #:

Fax#:

E-mail address#

To

[Enter Address of SECI]

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

Dear Sir/ Madam,

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

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

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____ (enter name of the bidding company/member in a consortium), including our

Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

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

We further declare that we have read the provisions of Clause 37.2 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

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

We further understand that the solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells) as published by MNRE and valid as on the date of invoicing of such modules.

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

Dated the _____ day of _____, 20____.

Thanking you,

We remain,

Yours faithfully,

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

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

MoF OM No 7/10/2021-PPD (1) dated 23.02.2023

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

Ref. No. _____

Date: _____

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

Tel#:

Fax#:

E-mail address#

To

[Enter Address of SECI]

Sub: Response to RfS No datedfor the tender
for

Dear Sir/ Madam,

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

We are hereby submitting the following declaration in this regard:

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

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

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

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

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP*(To be Submitted on the letterhead of the Bidder)*

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Location of the project	
3	Contracted Capacity proposed	10 MW
4	Technology Proposed to be adopted for the Project	
5	Estimated Annual Generation of Electrical Energy kWh
6	Brief about the proposed technology	
	Crystalline Silicon Solar Cells and Modules	
	Concentrator PV Modules	
	Thin Film Modules	
	Any Other Technology	

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.

INTEGRITY PACT

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

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

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

East Kidwai Nagar, New Delhi - 110 023

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

Dear Sir/ Madam,

I/We, _____ *(Insert Name of the Bidder)* enclose herewith the Financial Proposal for selection of my/ our firm for setting up of 10 MW Grid connected Solar PV project in Odisha as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 12 months from the due date of submission of the response to RfS and until the date of signing of PPA, pursuant to Clause 44.2 of the RfS, and such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20__.

Thanking you,
We remain,
Yours faithfully,

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

Notes:

1. *There can be only one VGF/discounted tariff for the Project. If the Bidder quotes two VGF/discounted tariffs or combination thereof for the Project, then the bid shall be considered as non-responsive.*
2. *If the Bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *VGF/discounted Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *VGF/Tariff should be in Indian Rupee up to two decimal places only.*

Format 7.12**PRELIMINARY ESTIMATE OF COST OF SOLAR PV POWER PROJECT**

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

Project Capacity:MW

Location:

S. No.	Particulars	Estimated Rate (in Lakh INR) (in figures)	Estimated Applicable Taxes (in %)	Estimated Total Cost (in Lakh INR) (in figures)
1.	PV Modules			
2.	BESS			
3.	Land Cost			
4.	Civil and General Works			
5.	Mounting Structures			
6.	Power Conditioning Unit			
7.	Evacuation Cost up to Inter-connecting point (Cables and Transformers)			
8.	Preliminary and Pre-Operative Expenses including IDC and Contingency			
9.	Others (Please specify)			
10.	Total Project Cost			

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.

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

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

GENERAL

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

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

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

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

Broad Outline of Activities from Bidder's Perspective:

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

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

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

Digital Certificates

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

Registration

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

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

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Centre’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

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

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

Some Bidding Related Information for this Tender (Sealed Bid)

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

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 27.1 of the RfS, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be

decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the ‘Main-Bid’, the contents of the ElectronicForms® shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by SECI.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

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

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately

as requested by SECI, the Bid Processing Fee and Cost of RfS Document, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

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

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

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

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

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.

- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/ Firm

Vendors Training Program

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

TERMS & CONDITIONS OF REVERSE AUCTION

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

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.

- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfS document.
 - e) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and SECI.
 - f) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.
 - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - A of the RfS document.
 - h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
 - i) SECI will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
 - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.bharat-electronictender.com>.
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - 5 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a	Yes

	‘Predefined Time-Duration’ before the ‘Reverse-Auction Closing Time’	
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

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

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

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

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

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

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

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

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

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

1. SPV MODULES

PV Modules used in the grid connected solar power projects shall comply with the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, and subsequent amendments to the same. PV Modules should have been included in the ALMM List-I as per MNRE Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019, and these Solar PV modules shall be manufactured using solar cells from ALMM List-II. In addition, PV modules should meet the following standards (or subsequent revisions to the same):

All Solar PV Technologies	IS 14286 (Part 1):2023/ IEC 61215-1: 2021	Terrestrial Photovoltaic (PV) Modules – Design Qualification and Type Approval Part 1 Test Requirements
	IS/IEC 61730-1:2016	Photovoltaic (PV) Module Safety Qualification Part 1 Requirements for Construction
	IS/IEC 61730-2:2016	Photovoltaic (PV) Module Safety Qualification Part 2 Requirements for Testing
	IS/IEC 61701 : 2011	Salt Mist Corrosion Testing of Photovoltaic (PV) Modules (for corrosive and marine environments – severity level may be fixed as per needs of site)
	IS 16664 : 2018/ IEC 62716 : 2013	Photovoltaic (PV) Modules- Ammonia Corrosion Testing
Crystalline Silicon	IS 14286 (Part 1/Sec 1) : 2023/	Terrestrial Photovoltaic (PV) Modules – Design Qualification and Type Approval:

Terrestrial Photovoltaic (PV) modules (Si wafer based)	IEC 61215-1-1: 2021	Part 1 Test Requirements: Sec 1 Special requirements for testing of crystalline silicon photovoltaic (PV) modules.
	IS 17210 : Part 1 : 2019/ IEC TS 62804-1 : 2015	Photovoltaic (PV) Modules — Test Methods for the Detection of Potential-Induced Degradation Part 1 Crystalline Silicon
Thin Film Modules [CdTe, a-Si, Cu (In,Ga) (S,Se) ₂]	IS 14286 : Part 1 : Sec 2 : 2023 /IEC 61215-12:2021 + AMD 1:2022)	Terrestrial photovoltaic PV modules Design qualification and type approval Part 1-2: Special requirements for testing of thin-film Cadmium Telluride CdTe based photovoltaic PV modules
	IS 14286 (Part 1/Sec 3):2023 /IEC 61215-1-3 :2021 + Amd-1:2022	Terrestrial Photovoltaic (PV) Modules – Design Qualification and Type Approval Part 1 Test Requirements Section 3 Special requirements for testing of thin-film amorphous silicon based photovoltaic (PV) modules
	IS 14286 (Part 1/Sec 4): 2023/ IEC 61215-1-4: 2021 + Amd-1:2022	Terrestrial Photovoltaic (PV) Modules – Design Qualification and Type Approval Part 1 Test Requirements Section 4 Special requirements for testing of thin-film Cu (In,Ga)(S,Se) ₂ based photovoltaic (PV) modules
	IEC TS 62804-2:2022	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 2: Thin-film

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

2. POWER CONDITIONERS/ INVERTERS

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

Efficiency Measurements	IS/IEC 61683: 1999
Environmental Testing	
IS/IEC 60068 : Part 2 : Sec 1 : 2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IS/IEC 60068 : Part 2 : Sec 2 : 2007	Environmental testing - Part 2-2: Tests - Test B: Dry

	heat
IS/IEC 60068 : Part 2 : Sec 14 : 2023	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IS/IEC 60068 : Part 2 : Sec 30 : 2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)
Electromagnetic Compatibility (EMC)	
IS 14700-6-2 (2019) / IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed.2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
Electrical Safety	
IS 16221 : Part 1 : 2016/ IEC 62109-1 : 2010	Safety of Power Converters for use in Photovoltaic Power Systems Part 1 General Requirements
IS 16221 (Part 2): 2015/ IEC 62109-2: 2011	Safety of Power Converters for Use in Photovoltaic Power Systems Part 2 Particular Requirements for Inverters
Anti-Islanding Protection	IS 16169: 2019/ IEC 62116: 2014
Maximum Power Point Tracking Efficiency of Grid Connected Photovoltaic Inverters	IS 17980: 2022/IEC 62891:2020

3. OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the IS 17293:2020 for service life expectancy of 25 years.

4. AUTHORIZED TEST CENTRES

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

5. WARRANTY

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

- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

6. IDENTIFICATION AND TRACEABILITY

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

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

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

7. PERFORMANCE MONITORING

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24x7 basis.

8. SAFE DISPOSAL OF SOLAR PV MODULES

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

9. CAPACITY OF SOLAR PV PROJECT

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

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	10 MW	10 MW	10 MW	10 MW

- ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 “Right to Contracted Capacity & Energy” of the PPA is allowed.
- iii) Provisions of Article 4.6.1 of the PPA with SPD shall apply for the capacity not commissioned by the scheduled commissioning date.

If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

**TECHNICAL AND REGULATORY REQUIREMENTS TO BE FOLLOWED FOR
BATTERY ENERGY STORAGE SYSTEMS**

1. Codes and Standards

The BESS shall comply with the following Codes and Standards or equivalent Indian Standards, as applicable.

Standard/ Code (or equivalent Indian Standards)	Description	Certification Requirements
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Applicable for Lead Acid and NiCd / NiMH batteries	Applicable only for Lead Acid and NiCd/NiMH batteries
UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
UL 1973 (battery) or (IEC 62619 (battery) + IEC 63056 (battery))	Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications / Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Either UL 1642 or UL1973 or (IEC 62619 + IEC 63056) for the Battery level
IS 18237: 2023/ IEC 62281 / UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries	Required for both Battery and Cell.
IS/IEC 61850 or DNP3	Communications networks and management systems. (BESS control system communication)	
UL 9540 or (IEC TS 62933-5-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems - Part 5 1: Safety considerations for grid-integrated EES systems – General specification / Standard for Energy Storage Systems and Equipment	Either UL9540 or (IEC 62933-5-1 + IEC 62933-5-2) is required for BESS system level
IS 17067 (Part 2/Sec 1) : 2019/ IEC 62933-2-1 : 2017	Electrical energy storage (EES) systems - Part 2 1: Unit Parameters and testing methods - General Specification	Tests for Class B applications: 1. Duty Cycle Round Trip Efficiency Test 2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test

Power Conditioning Unit Standards for BESS	
IEC 62477-1	Safety requirements for power electronic converter systems and equipment - Part 1: General
IEC 62477-2	Safety requirements for power electronic converter systems and equipment - Part 2: Power electronic converters from 1 000 V AC or 1 500 V DC up to 36 kV AC or 54 kV DC
IS 14700-6-2(2019)/ IEC 61000-6-2 Ed.2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed.2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IS 16169:2019/ IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
IS/IEC 60068: Part 2: Sec 1: 2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IS/IEC 60068: Part 2: Sec 2: 2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IS/IEC 60068: Part 2: Sec 14: 2023	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IS/IEC 60068: Part 2: Sec 30: 2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)

The Battery Energy Storage System:

- a) shall follow the relevant CEA/ CEIG Standards and OERC Regulations
- b) shall be responsible for complying with the “First Time Energization” procedure available at Grid India website as per the IEGC Regulations 2023 (if applicable)
- c) Comply with the grid-interfacing requirements as mentioned in following standards:
 - i. IEEE Std. 2800 -2022: IEEE Standard for Interconnection and Interoperability of Inverter -Based Resources (IBRs) Interconnecting with Associated Transmission Electric Power Systems
 - ii. IEC TS 62786-1: Distributed energy resources connection with the grid – Part 1: General requirements
 - iii. IEC TS 62786-3: Distributed energy Resources connection with the grid: Part 3, Additional requirements for stationary battery energy storage systems Further, CEA Technical Standards for Connectivity to the Grid, Regulations 2007, Part-1 (General), Standards and Codes for Practice, mentions the following:

“

 - (2) *The equipment including overhead lines and cables shall comply with the relevant Indian Standards, British Standard (BS), or International Electrotechnical Commission (IEC) Standard, or American National Standards Institute (ANSI) or any other equivalent International Standard:*
Provided that whenever an International Standard or International Electrotechnical Commission Standard is followed, necessary corrections or modifications shall be made for nominal system frequency, nominal system voltage, ambient temperature, humidity and other conditions prevailing in India before actual adoption of the said Standard.
 - (3) *The effects of wind, storms, floods, lightening, elevation, **temperature extremes**, icing, contamination, pollution and earthquakes must be considered in the design and operation of the connected facilities.”*

The BESS, therefore, shall be designed keeping in view the ambient temperature and weather conditions prevailing at site i.e. The BESS shall be able to deliver rated performance at the extreme temperature and weather conditions at site where it is deployed.

In this regard, the procedure notified by CEA on 8th April 2024 for assessment of the “*Design Temperature for RE Plants in compliance to CEA (Technical Standards for Connectivity to the Grid) Regulations*” shall be followed. Same is available at: <https://cea.nic.in/whats-new/?lang=en>

2. System Testing and Commissioning

The BESS shall be commissioned as per commissioning criteria and procedures specified by the CEA.

3. Identification and Traceability

Cells/Racks/Packs Assembly shall meet seismic requirement for the plant location of the BESS. Labelling of cells/batteries shall include manufacturer’s name, cell type, name-plate rating, date of manufacture and date of expiry of parts and labour warranty.

4. Other Sub-systems/Components

Other subsystems/components used in the BESS must also conform to the relevant international/national Standards for Electrical Safety for ensuring Expected Service Life and Weather Resistance.

5. Fire Protection

The BESSD shall design and install a fire protection system that conforms to national and local codes. The fire protection system design and associated alarms shall take into account that the BESS will be unattended at most times. For high energy density technologies, the BESSD shall also obtain thermal runaway characterization of the battery storage systems.

6. Authorized Test Centres

Batteries/ Power Conditioning Units deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the ILAC member signatory accredited laboratories. In case of module types/ BESS/equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

7. Warranty

BESSD shall procure performance guarantees from the OEM to ensure minimum performance levels for predefined application(s) as per the terms of the RfS. The Warranty shall clearly indicate life expectancy given discharge profiles provided for the application.

8. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

- a) The BESSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement

in accordance with extant regulations. They will be required to submit this data to SECI on line and/or through a report on regular basis every month for the entire duration of contract.

- b) The BESSD shall provide access to the GRIDCO/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- c) All data shall be made available as mentioned above for the entire duration of the Contract.
- d) The plant SCADA should be OPC version 2.0a (or a later version including OPC UA) compliant and implement appropriate OPC-DA server as per the specification of OPC Foundation. All data should be accessible through this OPC server for providing real time online data (BESS parameters) to the GRIDCO / MNRE. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, below parameters to facilitate daily, monthly and annual Report for performance monitoring.
- e) Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

9. Other necessary criteria

- i. Central Electricity Authority, Technical Standards for Connectivity to the Grid, (Amendment) Regulations, 2013 and 2019 mention connectivity standards applicable to the wind generating stations, generating stations using inverters, wind - solar photo voltaic hybrid systems and energy storage systems. BESS, being an inverter based power system element, shall also comply to the requirements specified for other generating stations using inverters.

Some of the requirements are indicated below and following shall be added separately in the “Technical and Regulatory Requirements to be followed by Battery Energy Storage System”:

- a) BESS shall be capable of operating in the frequency range 47.5 to 52 Hz and be able to deliver rated output both in charging and discharging mode in the frequency range of 49.5 Hz to 50.5 Hz.
- Clause 4, B2 (2) of CEA Technical Standards for Connectivity to the Grid, Regulations (Amendment), 2013 & 2019
- Requirement - *This provision is required to ensure that the BESS provides rated output during charging and discharging within the critical 49.5 Hz to 50.5 Hz frequency range, thereby enhancing grid stability and preventing frequency deviations that can lead to large disturbances.*
- b) **Low/High Voltage Ride Through (LVRT/HVRT)** - BESS shall be capable of operating when voltage at the interconnection point on any or all phases dips/rises to the high or low levels. The levels applicable for wind/solar generation sources (inverter based) may be referred as available in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations shall be applicable to BESS.
- Clause 4, B2 (3) & (7) of CEA Technical Standards for Connectivity to the Grid, Regulations (Amendment), 2013 & 2019

-Requirement - This provision is required to ensure that the BESS maintains continuous operation (ride through) during voltage transients at the interconnection point, by adhering to LVRT/HVRT standards applicable to inverter-based wind and solar generation, thereby preventing system instability during voltage dips or surges.

- c) **Dynamic Reactive Power Support / Voltage Control** - BESS shall have the feature to detect and regulate the voltage of interconnection point as per the specified capability i.e. The BESS shall be capable of supplying dynamically varying reactive power support at least up to the limits specified for wind/solar generation sources (inverter based) in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations. The response time of the BESS shall not exceed the value specified in relevant standards or grid codes.

- Clause 4, B2 (1) of CEA Technical Standards for Connectivity to the Grid, Regulations (Amendment), 2013 & 2019

- Requirement - This provision is required to harness the inherent reactive power capability of BESS (IBRs) in order to support the grid voltages.

- d) **Primary Frequency Control** – The BESS shall have provisions for Primary Frequency Control with a droop which can be set as per system requirement between the range specified for wind/solar generation sources (inverter-based) in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations.

Further, for frequency deviations in excess of 0.3 Hz, the BESS shall have the facility to provide an immediate (within 1 second) real power primary frequency response of at least 10% of the maximum Alternating Current active power capacity.

- Clause 4, B2 (4)(ii) of CEA Technical Standards for Connectivity to the Grid, Regulations (Amendment), 2013 & 2019

-Requirement - This provision is required to ensure that the BESS is capable to provide Primary and Fast Frequency Control. This capability is essential for maintaining grid frequency, by providing rapid corrective action to significant frequency deviations, and enhancing overall grid reliability and resilience.

- e) BESS shall be capable to receive active power/reactive power set point from load despatch centres i.e. SLDC/RLDC.

- Clause 4, B2 (5) of CEA Technical Standards for Connectivity to the Grid, Regulations (Amendment), 2013 & 2019

-Requirement - BESS shall also have the capability to participate in secondary frequency control ancillary services and therefore, this clause is required.

- f) The BESS shall have the black start and intentional island control capability to extend start-up of a blackout system or to operate independently after formation of an island.

- Clause 4.10.4 of IEC TS 62786-3: Distributed energy resources connection with the grid – Part 3: Additional requirements for stationary battery energy storage system

-Requirement - This capability is crucial for restoring the supply during a blackout. The BESS would likely come up in remote RE rich pockets where extension of supply from far end hydro stations in case of a blackout would be very difficult.

- g) BESS shall operate in a manner to promote the power system reliability and improve the power quality. When power quality problems, such as voltage dip, flicker, unsatisfactory power factor, etc., occur in power system, the BESS could eliminate these problems by flexible active and reactive power output in this function.
- Clause 4, B1 of CEA Technical Standards for Connectivity to the Grid, Regulations (Amendment), 2013 & 2019
- h) The BESS should provide reliable protection and not limited to as overvoltage/under voltage protection, overcurrent protection, low-temperature/over-temperature protection of battery, dc insulation monitoring, etc.
- Clause 4.9 of IEC TS 62786-1: Distributed energy resources connection with the grid – Part 1: General requirements
- Requirement - *This capability is crucial for restoring the supply during a blackout. The BESS would likely come up in remote RE rich pockets where extension of supply from far end hydro stations in case of a blackout would be very difficult.*
- i) BESS is required to have the following basic functions:
- i. Monitoring: Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.
 - ii. Information exchange: Receive and process information with SLDC/RLDC/NLDC including operation parameters, switching information, various alarms and alerts, protective action signals, control information, etc.
 - iii. Control: Including control mode and parameter setting sharing with SLDC/RLDC/NLDC
-Clause 4.12 of IEC TS 62786-3: Distributed energy resources connection with the grid
- Part 3: Additional requirements for stationary battery energy storage system operational
-Requirement - *These requirements are required to ensure that the BESS can monitor status, exchange critical information with SLDC/RLDC/NLDC, which is vital for real-time diagnostics, seamless grid integration, and reliable operation*
 - ii. BESS shall be capacity of operating in the frequency range of 47.5 Hz to 52 Hz and be able to deliver rated output in the frequency range of 49.5 Hz to 50.5 Hz.
 - iii. BESS shall be capacity of operating when voltage at the interconnection point on any or all phases dips/rises to the high or low levels. The levels applicable for wind/solar inverter-based generation may be referred as available in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations.
 - iv. For grid support operations, BESS shall have provisions to provide primary frequency control. However, the activation of primary frequency response shall be as per the extant CEA/OERC regulations. The BESS should also be capable of providing reactive power support to the grid.
 - v. BESS shall operate to maintain voltages as per specified voltage ranges in Grid standards. BESS shall have feature to detect the voltage of interconnection point, and regulate voltage independently. The response time of the BESS shall not exceed the value specified in relevant standards or grid codes.

- vi. The BESS should provide reliable protection and not be limited to as an overvoltage/under voltage protection, overcurrent protection, low-temperature/over-temperature protection of battery, DC insulation monitoring, etc.
 - vii. BESS is required to have the following basic functions:
 - i) Monitoring: Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.
 - ii) Information exchange: Receive and process information with RLDC/NLDC including operation parameters, switching information, various alarms and alerts, protective action signals, control information, etc.
 - iii) Control: Including control mode and parameter setting with RLDC/NLDC.
 - viii. BESS shall have capability to operate in secondary frequency control ancillary services (AGC). The details regarding AGC signals required by not limited to, are given (the conventional power plant signal link) at the link, <https://posoco.in/download/detailed-signal-list-for-connecting-generators-under-agc/?wpdml=29546>.
 - a) Some of the BESS signal list for implementation of AGC can be like below (list is indicative only):
 - i) Maximum MW permissible (dynamic or user entry)
 - ii) Minimum MW permissible (dynamic or user entry)
 - iii) Ramp rate up permissible (dynamic or user entry)
 - iv) Ramp rate down permissible (dynamic or user entry)
 - v) Actual MW
 - vi) Actual MVAR
 - vii) Scheduled MW or ULSP (unit load set-point)
 - viii) Minimum State of Charge SOC % permissible
 - ix) Actual State of Charge SOC %
 - x) Scheduled Cycle (0-100%) count per day nos.
 - xi) Actual Cycle (0-100%) count per day nos.
 - xii) BESS forbidden zones
 - xiii) Auxiliary Consumption MW
 - xiv) Scheduled MW (dynamic or user entry)
 - xv) BESS Temperature (for monitoring and correlation)
 - xvi) Ambient Temperature (for monitoring and correlation)
 - xvii) Cycle limits (0-100%) per day (user entry)
 - xviii) Circuit breaker status
 - xix) Local/Remote status
 - xx) Feedback/handshake signals
 - xxi) Primary Response MW
 - xxii) Primary Response ON/OFF status
 - xxiii) Tap position
 - xxiv) AGC Set Point MW from NLDC to BESS
 - xxv) Voltage (kV) at grid level
 - xxvi) Voltage (V) at BESS LV side
- Clause 4, B2 (5) of CEA Technical Standards for Connectivity to the Grid, Regulations (Amendment), 2013 & 2019*

- b) The static information like detailed write-up on present operation methodology of BESS, forbidden zones, number of cycle limits, Auxiliary consumption details, capability curve, simulation models (RMS/PSCAD) along with description or any specific information about BESS shall also be furnished as and when required by RLDC/NLDC.

- Clause 8 & 9 (Part-1, General), of CEA Technical Standards for Connectivity to the Grid, Regulations (Amendment), 2007

- Requirement - This data is crucial for grid operators to understand the BESS's performance characteristics, conduct accurate simulations, optimize operational strategies, and ensure the BESS is utilized effectively within the grid, thereby enhancing operational planning and grid reliability.

- c) BESS will ensure the compliance of requirements mentioned in procedure of First Time Charging (FTC) as applicable for other power system elements. The consolidated FTC procedure including the requirements for BESS is available in public domain at https://posoco.in/wp-content/uploads/2021/04/Procedure_for_Integration_of_Power_System_Elements.pdf

10.

10 Safe Disposal of unit Batteries from the BESS

The Developer will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. The BESSD shall ensure that all Unit Battery modules from the plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2016" notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.

INSTALLATION REPORT

(to be provided by SPD and to be submitted at most 7 days prior to proposed date of commissioning of the Project)

S. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Type of Tilt (Fixed Tilt/ Seasonal Tilt/ Tracking)	
III.	Rating of each module (Wp)	
IV.	Number of modules installed of each type (along with Serial Nos. of all the modules installed)	
V.	Make of Module(s) installed of each type (including name of the Supplier and country of origin)	
VI.	Number of PCUs / Inverters installed (along with Serial Nos. of all the PCUs/ Inverters installed)	
VII.	Make of the PCUs / Inverters (including name of supplier and country of origin)	
IX.	Rating of PCUs / Inverters	
X.	Date of installation of full capacity (as per capacity proposed to be commissioned)	
	PV arrays	
	PCUs / Inverters	
	Transformers	
	Capacity of the Project (MW)	
XI.	Details of BESS (Make, rating of each unit and number of units)	

FORMAT FOR PROJECT PROGRESS STATUS

Project Details	
Scheme	
Tender	
Name of SPD	
Project ID	
CEO Name	
Registered Office Address	
Contact Person's Name	
Contact Person's Number	
Project Location (Vill, Tehsil, Dist., State)	
Project Capacity (MW)	
Project location's Latitude	
Project location's Longitude	
Interconnection Point (SS & Voltage level)	
Financing Arrangement Status	
Estimated Project Cost (Crore Rs.)	
Source of Fund	
Loan Amount (Crore Rs.)	
Lending Agency	
Status of Loan	
Land Arrangement Status	
Total Land Requirement (Hectare)	
Type of Land (Govt./Pvt.)	
Land Acquired (Hectare)	
Mode of Land Acquisition (Govt. allotted/lease/buy)	
Target date of complete Land Acquisition	
Connectivity Status	
Connectivity application status	
Connectivity start date	
PV Modules' Supply Status	
Make, Model Number, Rating & Quantity	
Total Module requirement (MWp)	

Order Status with date of placing order	
Supply Status (quantity received at Site & Expected date of balance supply)	
Inverter Supply Status	
Make, Model Number, Rating & Quantity	
Order Status with date of placing order	
Supply Status (quantity received at Site & Expected date of balance supply)	
Power Transformer Supply Status	
Make, Model Number, Rating & Quantity	
Order Status with date of placing order	
Supply Status (quantity received at Site & Expected date of balance supply)	
WMS, SCADA & DC Cable	
Make & Supplier details	
Order Status with date of placing order	
Supply Status	
EPC Details (if any)	
Name & address of EPC	
EPC Contract status	
Plant Installation	
MMS installation (% completed & Expected timeline for 100 % completion)	
Module installation (% completed & Expected timeline for 100 % completion)	
Inverter installation (% completed & Expected timeline for 100 % completion)	
Main Control Room civil works (% completed & Expected timeline for 100 % completion)	
Pooling Substation (% completed & Expected timeline for 100 % completion)	
Transmission line Polling SSN to Delivery Point	
Tower Foundation (% completed & Expected timeline for 100 % completion)	
Tower Erection (% completed & Expected timeline for 100 % completion)	

TL Stringing (% completed & Expected timeline for 100 % completion)	
Delivery End Bay (% completed & Expected timeline for 100 % completion)	
Targeted Commissioning Date of Transmission Line (Pooling SSN to Delivery Point)	
CEIG Inspection & Approval	
Inspection and Approval status of PSS and transmission line (SSN to Delivery point)	
Inspection and Approval status of the Plant	
Commissioning Plan	
Targeted Project Readiness Date	
Targeted CEIG Certification Date	
Targeted Synchronization Date	
Targeted Commercial Operation Date	

CHECKLIST FOR SUBMISSION OF DETAILS/DOCUMENTS FOR SIGNING OF THE PPA

1	LoA No.
2	Date of Issuance of LoA
3	Name of Successful Bidder
4	Awarded Capacity (MW)
5	Proposed SPV for signing of PPA
6	CIN of SPV, if applicable
7	Registered office Address of Company executing the PPA
8	Address for Sending Notice under PPA
9	Details of Payment of Success Charges (1st and 2nd Installment)
10	Performance Bank Guarantee
11	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. <i>[Not required if requisite documents already submitted at the bidding stage]</i>
12	Latest Shareholding Certificate of the Bidding Company, duly certified by a practicing CA/CS
13	Copy of the Certificate of Incorporation of the company executing the PPA
14	The details of promoters and their shareholding in the SPD (company executing the PPA), duly certified by the practicing CA/CS
15	Copy of Memorandum of Association (MoA) of the SPD (company executing the PPA) highlighting the object clause related to generation of Power/Energy/Renewable Energy/Solar Power Plant development <i>(applicable only in case PPA is being executed through SPV)</i>
16	Board Resolution from Successful Bidder towards execution of project through SPV and committing total equity infusion in the SPV as per the provisions of RfS <i>(if PPA is to be executed through SPV)</i>
18	Board Resolution from SPV for execution of the Project awarded to the Successful Bidder <i>(if PPA is to be executed through SPV)</i>
19	Board Resolution from SPD for authorization of signing PPA and subsequent relevant documents

SYNCHRONIZATION CERTIFICATE

It is certified that ----- MW (----- MW already commissioned) of ____ MW Solar Photovoltaic Power Project (Project ID: _____) of M/s. -----, located at Village ----- Tehsil/ Taluka -----, District ----- was Grid-connected on (Date) at----- Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from the Project connected on (Date) at ----- Hrs.

Block wise details of inverters synchronized:

Sl. No.	Block/ICR No.:	Details of Inverter (rating and quantity)	Details of Solar PV Modules (rating and quantity)
1			
2			
3			
4			
5			

Meter Details

Particulars	Main Meter	Check Meter	Standby Meter
Make & Sl. No.			
Substation & Voltage level where meter is installed			
Bay No.			

** Also include details of Sub-meters as per the PPA/RfS provisions (If applicable)*

For and on behalf of the SPD

Name and designation of Authorized Signatory

Signature with company seal

Date

UNDERTAKING

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Rs. 100/-)

I,, authorized signatory of M/s("SPD") duly authorized vide board resolution dated solemnly affirm and state as under:

1. Whereas M/s has executed a Power Purchase Agreement (PPA) with Solar Energy Corporation of India Limited (SECI), effective from, for setting up a MW solar PV project under RfS No., dated, bearing Project ID (the "Project").
2. Whereas the Project is connected to substation at kV level and the Connectivity obtained for the Project at substation has not been operationalized yet and the SPD at its own risk and costs, intends to commission the Project for supply of power based on margin available for power evacuation without any financial liability on SECI.
3. That SPD gives its consent to bear the applicable charges and losses for supplying power till the delivery point (as per PPA) including but not limited to, necessary application/processing fee, operating charges etc. (if any), to supply power from the project.
4. SPD hereby undertakes to indemnify SECI against any financial implications, liabilities, or claims arising from the supply of power till the operationalization of Connectivity, as per the abovementioned arrangement.
5. I, on behalf of the SPD, give my unconditional acceptance to the points mentioned above and to bear any implication arising out of occurrence of conditions therein.

For and on behalf of the SPD

Name, designation and address

Signature with company seal

Date

Verification

What is stated in para 1 to 5 has been read and understood by the undersigned and the contents of the same are true and correct.

For and on behalf of the SPD

Name, designation and address

Signature with company seal

Date

Details of identified land

Sl.no.	Parameter	Details
1	Location of land	<u>Village:</u> Tentulipada, Junagarh <u>Dist.:</u> Kalahandi, <u>State:</u> Odisha
2	Latitude and Longitude	19.7954, 82.94895
3	Area	Approx. 41.58 Acres
4	Ownership	Leasehold
5	Land Charges	Annual lease charges of INR 30,000 per Acre
6	Attachment	
	a. Appendix A	Project Site Report
	b. Appendix B	Demarcation of land