



Solar Energy Corporation of India Limited (A Government of India Enterprise)

D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre,
Saket, New Delhi - 110017

Tel: 011 - 71989200, Fax: 011 - 71989243

E mail : contracts@seci.co.in

Request for Selection (RfS) Document

For

Selection of Project Developers for setting up of 1200 MW
ISTS-Connected RE Projects with assured Peak Power
Supply in India (ISTS-VII)

Tender Search Code for ISN-ETS: SECI-2019-TN000012

RfS No. [SECI/C&P/HPD/ISTS-VII/RfS/1200MW/082019](#)

Dated: 01.08.2019

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. This RfS document has been prepared in good faith, and on best endeavor 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.

Place: New Delhi

Date: 01/08/2019

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	1. Selection of Project Developers for setting up of 1200 MW ISTS-Connected RE Projects with assured Peak Power Supply in India (ISTS-VII) 2. Land, Connectivity and Long Term Open Access shall be in the scope of the Hybrid Power Developer.				
(B)	RfS NO. & DATE	SECI/C&P/HPD/ISTS-VII/RfS/1200MW/082019 Dated : 01.08.2019				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input checked="" type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input checked="" type="text" value="Yes"/>
SINGLE BID SYSTEM	<input type="text"/>					
TWO BID SYSTEM	<input checked="" type="text" value="Yes"/>					
(D)	TYPE OF RfS/ TENDER	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input checked="" type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	E-TENDER	<input checked="" type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input checked="" type="text" value="Yes"/>					
MANUAL	<input type="text"/>					
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document				
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input checked="" type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table> <p>Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted either through NEFT/ RTGS transfer in the account of SECI, or in the form of DD/ Pay Order along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi</p>	APPLICABLE	<input checked="" type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input checked="" type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					

(G)	DOCUMENT PROCESSING FEE	<table border="1"> <tr> <td data-bbox="746 286 1034 398">APPLICABLE</td> <td data-bbox="1034 286 1305 398">Yes</td> </tr> <tr> <td data-bbox="746 398 1034 477">NOT APPLICABLE</td> <td data-bbox="1034 398 1305 477"></td> </tr> </table> <p>Rs. 5 Lakh +18% GST for each Project from 50 MW upto 90 MW capacity,</p> <p>Rs. 15 Lakh + 18% GST for each Project from 100 MW and above capacity,</p> <p>to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi.to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi.</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
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(H)	EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td data-bbox="746 987 1034 1115">APPLICABLE</td> <td data-bbox="1034 987 1305 1115">Yes</td> </tr> <tr> <td data-bbox="746 1115 1034 1243">NOT APPLICABLE</td> <td data-bbox="1034 1115 1305 1243"></td> </tr> </table> <p>Amount: INR 6,00,000/- (Indian Rupees Six Lakhs) per MW per Project to be submitted in the form of Bank Guarantee along with the Response to RfS</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(I)	PERFORMANCE BANK GUARANTEE	<table border="1"> <tr> <td data-bbox="746 1391 1034 1503">APPLICABLE</td> <td data-bbox="1034 1391 1305 1503">Yes</td> </tr> <tr> <td data-bbox="746 1503 1034 1630">NOT APPLICABLE</td> <td data-bbox="1034 1503 1305 1630"></td> </tr> </table>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017</p> <p>Scheduled as per NIT on ISN-ETS portal and/or SECI website.</p>				
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	<p>As per NIT on ISN-ETS portal</p>				

(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal
(M)	e-Reverse Auction (eRA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
(N)	CONTACT DETAILS OF ISN-ETS	M/s Electronic Tender.com (India) Pvt. Ltd. 1001, City Court, M.G.Road, Gurugram-122002, Haryana Contact Person : ETS Helpdesk Contact No. : 0124 4229071/4229072 (From 1000 hrs to 1800 hrs on all working days, i.e Monday to Friday, except Government holidays) Email : support@isn-ets.com
(O)	Name, Designation, Address and other details (For Submission of Response to RfS)	Sh. Sanjay Sharma General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited D - 3, 1 st Floor, Wing - A, Prius Platinum Building District Centre, Saket, New Delhi - 110 017 Contact No. : 011 71989256 Email : contracts@seci.co.in
(P)	Details of persons to be contacted in case of any assistance required	1) Dr. Y. B. K. Reddy, AGM (Solar) Contact No.: 011-71989230 2) Sh. Pratik Prasun Manager (C&P) Contact No.: 011 71989236 3) Sh. Biblesh Meena Dy. Manager (C&P) Contact No.: 011-71989284

- 1.0 Bids must be submitted strictly in accordance with Section-III, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the RfS document.
- 2.0 Bidder(s) are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- 3.0 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) if any from ETS Portal of ISN-ETS (<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.
- 4.0 Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred websites.
- 5.0 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 only will be available from <https://www.bharat-electronictender.com>



SECTION - I

DEFINITIONS OF TERMS

- 1.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
- 1.2 **"AFFILIATE"** shall mean a company that, directly or indirectly,
- controls, or
 - is controlled by, or
 - 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;
- 1.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA;
- 1.4 **"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;
- 1.5 **"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;
- 1.6 **"CAPACITY UTILIZATION FACTOR (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;
The 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, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$;
- 1.7 **"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;
- 1.8 **"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;
- 1.9 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause No.17, Section-III, Instructions to Bidders (ITB) of RfS Documents;
- 1.10 **"CONTRACTED CAPACITY"** shall mean the AC capacity in MW contracted with SECI for supply by the HPD to SECI at the Delivery Point from the Project;

- 1.11 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date 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:
- (a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
 - (b) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
- 1.12 **“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;
- 1.13 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
- 1.14 **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in Sub-Section (1) of Section 38 of the Electricity Act, 2003.;
- 1.15 **“DAY”** shall mean calendar day;
- 1.16 **“EFFECTIVE DATE”** shall mean the date as on 90th day from the date of issuance of Letter of Award (LOA), or the date of signing of PPA, as applicable, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;
- 1.17 **“ENERGY STORAGE SYSTEMS” or “ESS”** shall mean the system(s) installed in addition to the solar PV and/or wind power capacity as part of the Project, that can capture energy produced at one time for use at a later time;
- 1.18 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013
- 1.19 **“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Hybrid Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
- 1.20 **“GUIDELINES”** shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by the Ministry of Power vide Resolution dated 03.08.2017 including subsequent amendments and clarifications thereof, along with the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects” issued by the Ministry of Power vide Resolution No. 23/54/2017-R&R dated 08.12.2017, including subsequent amendments and clarifications thereof;

1.21 **“GROUP COMPANY”** of a Company means

- (a) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- (b) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
- (c) 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;
- (d) 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;
- (e) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;

1.22 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean the point at 220kV or above, where the power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the HPDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

1.23 **“ISTS”** means Inter-State Transmission System.

1.24 **“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);

1.25 **“LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.
Note: *The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project;*

1.26 **“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;

- 1.27 **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
- 1.28 **“LLC”** shall mean Limited Liability Company;
- 1.29 **“MEMBER IN A BIDDING CONSORTIUM” or “MEMBER”** shall mean each Company in a Bidding Consortium;
- 1.30 **“MONTH”** shall mean calendar month;
- 1.31 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013;
- 1.32 **“OFF-PEAK HOURS”** shall mean the energy scheduling hours between (& including) 09:01 hrs up to 18:00 hrs and the hours between (& including) 00:01 hrs up to 05:59 hrs of the subsequent day;
- 1.33 **“OFF-PEAK POWER”** shall mean the power supplied during Off-Peak Hours;
- 1.34 **“OFF-PEAK TARIFF”** shall mean the tariff payable to the HPD for energy generation during the Off-Peak Hours;
- 1.35 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013;
- 1.36 **“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;
- 1.37 **“PEAK HOURS”** shall mean the energy scheduling hours between (& including) 06:00 hrs up to 09:00 hrs, and between (& including) 18:01 hrs to 24:00 hrs of the same day;
- 1.38 **“PEAK POWER”** shall mean the power supplied from the Project during Peak Hours;
- 1.39 **“PEAK TARIFF”** shall mean the tariff payable to the HPD for energy generation during the Peak Hours;
- 1.40 **“POOLING SUBSTATION/ POOLING POINT”** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the HPD(s) to get connected to the ISTS substation. The voltage level for such common line shall be 33 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing;

- 1.41 **“PGCIL” or “POWERGRID”** shall mean Powergrid Corporation of India Limited;
- 1.42 **“PPA”** shall mean the Power Purchase Agreement signed between the Selected bidder and SECI according to the terms and conditions of the standard PPA enclosed with this RfS;
- 1.43 **“POWER PROJECT” or “RE PROJECT” or “PROJECT”** shall mean the new renewable energy based power generation facility, including ESS, having single point of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines by separate injection at Pooling Point and having separate control systems and metering. The Project may include either Solar PV and/or Wind power generation units, including auxiliaries and associated facilities, bay(s) for transmission system in the Project switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI. It may be noted that the sources of generation and ESS, shall need to be co-located, to be considered a single Project. In case the Project comprises both wind and solar power generation components, it shall be denoted as a Wind-Solar Hybrid Power Project as defined at Clause 1.59 below;
- 1.44 **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
- 1.45 **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all equipment as per rated Contracted Capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA;
- 1.46 **“PROJECT DEVELOPER” or “DEVELOPER” or “HYBRID POWER DEVELOPER (HPD)”** 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 project and signing of PPA with SECI;
- 1.47 **“RfS DOCUMENT”** shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide RfS No. SECI/C&P/HPD/ISTS-VII/RfS/1200MW/082019 dated 01.08.2019;
- 1.48 **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as indicated in Clause 16, Section-III of the RfS;
- 1.49 **“SECI”** shall mean Solar Energy Corporation of India Limited;
- 1.50 **“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;
- 1.51 **“SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;

- 1.52 **“STATE TRANSMISSION UTILITY” or “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;
- 1.53 **“SUB-POOLING SUBSTATION”** shall mean the intermediate pooling point where power from the Solar and/or Wind Project components, along with the ESS is injected into and from where the power is evacuated through a single transmission line and injected into the Interconnection Point. It should be noted that this point shall be prior to the Metering Point of the Project;
- 1.54 **“TOE”** shall mean Tender Opening Event.
- 1.55 **“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;
- 1.56 **“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;
- 1.57 **“WEEK”** shall mean calendar week;
- 1.58 **“WIND POWER PROJECT”** means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.
- 1.59 **“WIND-SOLAR HYBRID POWER PROJECT”** means the wind-solar hybrid power project where the rated power capacity of one resource is atleast 25% of the rated power capacity of the other resource.



SECTION - II

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

SELECTION OF PROJECT DEVELOPERS FOR SETTING UP OF 1200 MW ISTS CONNECTED RE PROJECTS WITH ASSURED PEAK HOUR SUPPLY IN INDIA (ISTS-VII)

(SINGLE STAGE TWO ENVELOPE BIDDING) under e-Tendering

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

2.0 With the objective to provide a framework for promotion of large grid connected wind-solar PV hybrid systems for optimal and efficient utilization of transmission infrastructure and land, reducing the variability in renewable power generation and achieving better grid stability, MNRE has issued the National Wind-Solar Hybrid Policy on 14.05.2018.

Further, Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” vide Gazette Resolution dated 03.08.2017 and “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects”, vide Resolution No. 23/54/2017-R&R dated 08.12.2017. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the ‘Procurers’, from grid-connected Solar and Wind Power Projects, through competitive bidding. This RfS document has been prepared in line with the above Guidelines, under the National Wind-Solar Hybrid Policy.

3.0 Currently, total RE capacity installed in the country is over 80 GW, with wind projects constituting over 36 GW and installed solar projects capacity touching 28 GW. However, in spite of RE power ranked second in terms of total installed capacity in India, owing to their intermittent and infirm resource-centric nature, renewables have not been able to replace conventional power to fulfil peak load demand of Discoms. RE capacity deployment will continue dominate the energy mix as the deployment of conventional sources are not commercially and environmentally viable options.

Further, increased electrification and reduced load shedding by Discoms have resulted in a steep increase in the peak energy demand, which is currently met by the Discoms at significant higher costs. The above scenario thus, indicates RE power to be flexible and firm in nature to become prime resource to bridge this demand-supply gap. The short-term target is therefore, to achieve a paradigm shift in the energy mix in the country, and push for RE with storage technologies becoming one of the key resources to meet peak demand during morning and evening hours. It will result in making available firm,

dispatchable RE power, meeting the demand pattern of Discoms during peak hours, and that too, at competitive tariff.

- 4.0 In view of the above, SECI wishes to invite proposals for setting up of ISTS-connected RE (renewable energy based) Power projects anywhere in India on “Build Own Operate” (B-O-O) basis for an aggregate capacity of 1200 MW, along with assured Peak Power supply. SECI shall enter into a Power Purchase Agreement (PPA) with the successful Bidder(s) selected based on this RfS for purchase of power for a period of 25 years based on the terms, conditions and provisions of the RfS. The project installation shall also be augmented with Energy Storage Systems with minimum rated capacity of the ESS being equal to the Contracted Capacity of the Project as per PPA, in order to meet the above criteria of supply of power during the Peak Hours.
- 5.0 Power procured by SECI from the above Projects has been provisioned to be sold to the different Buying Utilities of India. The details of Buying Utilities shall be intimated at a later date. SECI shall at its discretion be entitled to substitute any entity in other states only for selling the power procured from the selected Bidder. SECI shall be an intermediary nodal agency for procurement of power generated by the HPD and sale of such power to the Buying entity (ies) entirely on back to back basis based on due performance by the HPD as well as the Buying entity (ies).

OVERVIEW OF THE RfS

- 6.0 Hybrid Power Developers (hereinafter referred to as HPDs) selected by SECI based on this RfS, shall set up Power Projects on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA formats shall be shortly uploaded and can be downloaded from ISN-ETS portal <https://www.bharat-electrontender.com>.
- 7.0 SECI shall enter into PPA with HPDs for a period of 25 years from the date as per the provisions of PPA. **Projects selected under this RfS shall be eligible for two-part tariffs. These shall be referred to as “Peak Tariff” and “Off-Peak Tariff” as defined in the RfS. Energy generated during the Off-Peak Hours shall be eligible for a flat tariff payment @ Rs. 2.70/kWh, i.e. the Off-Peak Tariff. Energy generated during the Peak Hours shall be purchased at the tariff discovered through e-Reverse Auction as per this RfS, i.e. the Peak tariff. The bidders shall quote only for the Peak tariff under this RfS. The Applicable Tariff under the PPA shall comprise both Peak and Off-Peak Tariffs, and shall be fixed for the entire term of the PPA** This shall be inclusive of all statutory taxes, duties, levies, cess etc. if applicable as on the last date of bid submission.

It is clarified that any change in the rates of any Taxes after the last day of submission of the bid, including any duties and cess or introduction of any new tax made applicable for setting up the Project and supply of power from the Project by the HPD which have a direct effect on the Project, shall only be considered as change in law. However, Change in Law shall not include (i) any change in taxes on corporate income; or (ii) any change in any withholding tax on income or dividends.

The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on SECI for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. SECI does not however, give a representation on the availability of fiscal incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

- 8.0 Bidders shall submit their bid by offering a single Peak Tariff for all the Projects quoted for, which shall be applicable for all the 25 years as per provisions of PPA.
- 9.0 If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 3 years after COD), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honor all the obligations and terms & conditions of the PPA.

SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RfS

- 10.0 The Projects to be selected under this RfS for aggregate capacity of 1200 MW to be installed anywhere in India, provide for deployment of Wind/Solar/Wind-Solar Hybrid Power Technology along with Energy Storage technologies. However, the selection of projects would be technology agnostic within the technology mentioned above. Only commercially established and operational technologies may be used, to minimize the technology risk and to achieve the timely commissioning of the Projects. For setting up the Wind-Solar Hybrid Power Projects, the HPD shall strictly adhere to the specific Wind-Solar Hybrid Power Policy of the State (wherever applicable), where the Project is located.

Energy Storage Systems: With respect to the ESS being used in the Project, the Bidder has the flexibility to choose the type and power rating of the energy storage system to be installed in addition to the Solar PV and/or wind power capacity. The ESS may include, but not be limited to, battery energy storage systems, pumped storage systems, mechanical and chemical systems, or combinations thereof.

Note: Irrespective of the ESS technology being implemented in the Project, the HPD shall be responsible for minimum 6-hour Peak Power supply, on daily basis, during the Peak Hours, as elaborated in Section-III Clause 8.2 of the RfS.

- 11.0 Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement and augmentation of already commissioned Projects, irrespective of their capacities will not be considered as eligible Project under this scheme.

GUIDELINES FOR IMPLEMENTATION OF THE RfS

- 12.0 This RfS document has been prepared based on the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” and Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects”, issued by Ministry of Power vide Gazette Resolutions dated 03.08.2017 and 08.12.2017 respectively, with subsequent amendments and clarifications thereof. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS.
- 13.0 Solar Energy Corporation of India Limited (SECI) has issued this RfS in the capacity of “Intermediary Procurer” as defined in the aforementioned Guidelines, SECI may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify compliance of quality standards.
- 14.0 Not Used.

GENERAL

- 15.0 The complete RfS Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com> as well as on SECI's website <http://www.seci.co.in>. Interested bidders shall download the RfS Documents from the portal <https://www.bharat-electronictender.com> as per the provisions available therein.
- 16.0 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through International Support Network-Electronic Tender Services (ISN-ETS), 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 Services (ETS), Gurugram to complete the registration formalities. The address of M/s ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ETS are mentioned in the subsequent provisions.

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 portal namely <https://www.bharat-electronictender.com> (hereinafter referred to as the '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 Telecommunications Consultants India Limited, New Delhi 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 Section II - ITB of the Bidding Documents.

- 17.0 While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by SECI for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.**

In the event of not opening of the bid with the pass-phrase provided by the bidder, SECI on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, SECI shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

- 18.0 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 ITB/ BDS and the contract shall be executed as per the provisions of the Contract. The respective rights of SECI and the Bidder/ HPD shall be governed by the RfS Documents/ Contract signed between SECI and the HPD for the package.

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

- 20.0 Bidder shall submit bid proposal along with non-refundable RfS Document Fees and Bid Processing Fees, Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**

- 21.0 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of ISN (<https://www.bharat-electronictender.com>) or from SECI website (<http://www.seci.co.in>). **It is mandatory to download official copy of RfS Document from Electronic Tender System (ETS) Portal of ISN to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ETS-ISN website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned website. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, incase of any discrepancy, the information available on ISN-ETS website shall prevail.**

- 22.0 Incase the RfS provides provision for multiple bids by a common bidder, then separate EMD(s), Bid Processing Fees and Document Fees shall be furnished for all the bids as listed out in the RfS along with the response to RfS. Kindly refer the Clause of Bid

Information Sheet for details. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of SECI (offline) whose mailing address is mentioned in the Bid Information Sheet.

- 23.0 The detailed Qualifying Requirements (QR) are given in Section-IV of RfS.
- 24.0 SECI shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.
- 25.0 ***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.***

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. 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.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.



SECTION - III

INSTRUCTIONS TO BIDDERS (ITB)

Preamble

This part (Section - III) of the RfS Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of SECI. It also provides information on bid submission and uploading the bid on portal <https://www.bharat-electronictender.com>, bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in RfS and that are specific to each procurement, states otherwise.

Bidders may note that the respective rights of SECI and Bidders/HPDs shall be governed by the RfS Documents/Contracts signed between SECI and the Bidders/HPDs. The provisions of RfS Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - III and the RfS Documents, the laws of India shall be the governing laws subject to regulatory and adjudicatory jurisdiction of the Central Electricity Regulatory Commission and courts of New Delhi shall have exclusive jurisdiction.

1 **OBTAINING RfS DOCUMENTS**

The RfS document can be downloaded from the website of ISN-ETS <https://www.bharat-electrontender.com>. A link of the same is also available at www.seci.co.in.

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

2 **COST OF DOCUMENTS & PROCESSING FEES**

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a nonrefundable processing fee as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

The bank details of SECI are available on www.seci.co.in under the “Financials” Tab.

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

3 **TOTAL CAPACITY OFFERED**

3.1 Selection of ISTS Connected RE Power Projects for total capacity of 1200 MW will be carried out through e-bidding followed by e-Reverse Auction process. The Projects may be setup anywhere in India.

3.2 The interested Bidders are required to participate in the Request for Selection (RfS) for installation of ISTS-connected RE Projects on Build-Own-Operate (B-O-O) basis.

3.3 **Capacity of each Project:**

The Projects are required to be designed for inter-connection with transmission network of CTU at voltage level of 220 kV or above. For each Project, the minimum Project capacity shall be **50 MW** and the maximum capacity shall be **300 MW**. The Project capacity shall remain in multiples of **10 MW** only.

The HPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure enclosed in Annexure-A and Appendix A-1.

Project Configuration:

- i. The term “Project” shall have the meaning as defined in Section I of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LOA).
- ii. Under this RfS, a Project shall comprise minimum two ‘components’ - one being the ESS component, and the renewable energy generating component, which can be either a solar PV system, or a wind power system, or a combination thereof. In case of a single generation source in addition to the ESS, the Contracted capacity of the Project shall be the rated capacity of the wind or solar PV capacity installed in the Project.

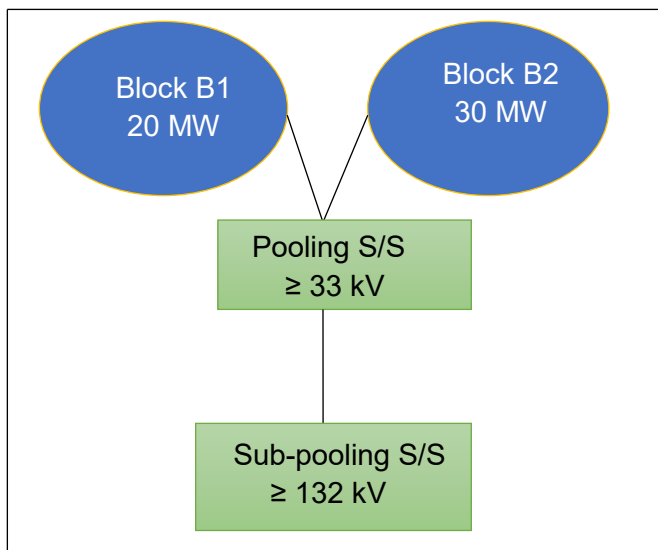
In case the Project Developer chooses to install a combination of both wind and solar PV components in the Project, the Project shall be denoted as a “Wind-Solar Hybrid Power Project”, under the National Wind-Solar Hybrid Policy; and in such case, the rated installed Project capacity of either of the wind and solar components shall be more than 25% of the rated installed capacity of the other wind/solar component.

For eg. if a single Wind-Solar Hybrid Project Capacity comprises 200 MW of rated installed Wind Power capacity, the minimum rated installed project capacity for the corresponding Solar Project component shall be 50 MW. **The minimum ESS rated energy capacity installed shall be equal to ‘X’ MWh, where ‘X’ is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum energy rating of the ESS installed shall be 100 MWh.**

- iii. **Note:** In case of Wind-Solar Hybrid Power Projects, in the interest of utilizing the optimization potential offered by hybridization of the two components, the HPD is free to declare the rated Project capacity of the Project at the output level of the Sub-Pooling Substation, which shall be considered as the Project capacity of the Hybrid Power Project. The same Project capacity shall be entered in the Covering Letter and shall be considered as the Contracted Capacity under the PPA. For avoidance of any doubt, it is hereby reiterated that the Project capacity of the Hybrid Project does not necessarily have to be the arithmetic sum of the installed capacity of the two components. However, the requirements as indicated above, regarding the minimum installed rated capacity of each of the components shall be strictly adhered to, failing which, the Project shall not be eligible for commissioning under the RfS.
- iv. A single Project component may however, may also be sub-divided into a number of ‘blocks’, being set up at multiple locations, if required. However, such blocks for a single Project component shall be located within the same State. The minimum voltage level for a single block shall be 33 kV. These individual blocks shall be pooled at a minimum voltage level of 33 kV, at a ‘pooling station’. It may be noted that the said pooling station will have a different meaning than the Pooling Substation as defined in the RfS.

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

PROJECT COMPONENT CAPACITY: 50 MW



- v. The HPD shall demonstrate the rated capacities of each component separately at the input side of the Sub-Pooling Substation, in line with the Commissioning procedure as notified by SECI.
- vi. A single Peak Tariff for energy supply during the Peak Hours from the Delivery Point shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects and each Project configuration.
- vii. A single Power Purchase Agreement shall be signed for one Project. The HPD shall be responsible for obtaining Connectivity and Long Term Open Access (LTA) for each Project.
- viii. The HPD may modify the Project configuration of a single Project, in terms of blocks, subsequent to issuance of LOA until the deadline of Financial Closure, subject to the conditions as per (vi) & (vii) above. SECI shall not be responsible for any delay in reconfiguration of the Project, which might lead to delay in achieving financial closure and in-turn, commissioning of the Project.

4 PROJECT LOCATION

The Projects can be located anywhere in India. The solar PV and/or wind power components, along with ESS installed, shall be co-located prior to the energy meter, and shall inject power through a single Delivery Point.

5 PROJECT SCOPE & TECHNOLOGY SELECTION

Under this RfS, the HPD shall set up the Project, including the dedicated transmission network up to the Interconnection/ Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/ or dedicated transmission network upto

interconnection/ delivery point (including connectivity and LTA) including those required from State Government and local bodies shall be in the scope of the HPD.

- ix. Any interim changes required in the ESS shall be taken care by the HPD, if required to provide dispatchable energy throughout the projects life. Also the HPD may change the type of the ESS at any time during the term of the Project, based on the technological developments. However, throughout the term of the PPA, irrespective of the changes made in ESS technology, minimum ESS rated energy capacity installed shall be equal to 'X' MWh, where 'X' is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum energy rating of the ESS installed shall be 100 MWh.

The HPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Project are being located. It shall be the responsibility of the HPD to remain updated about the applicable charges payable to the SNA under the respective State Policy.

6 **MAXIMUM ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION FOR A BIDDER**

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

- (i) For the purpose of bidding and deciding the contracted capacity, Project capacity shall refer to the rated capacity (AC) to be quoted by the bidder.
- (ii) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for any quantity between (and including) **50 MW to 600 MW**, which shall be quoted only in multiples of 10 MW, in the prescribed formats.
- (iii) The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **600 MW**. Capacity of a single Project shall range between (& including) **50 MW to 300 MW**.
- (iv) The evaluation of bids shall be carried out as described in Section-V of RfS. The methodology for allocation of Projects is elaborated in Section-V.
- (v) In case the Bidder wishes to set up more than one Project, then the Projects would need to be physically identifiable for the Project Capacity with separate injection points and metering arrangement.

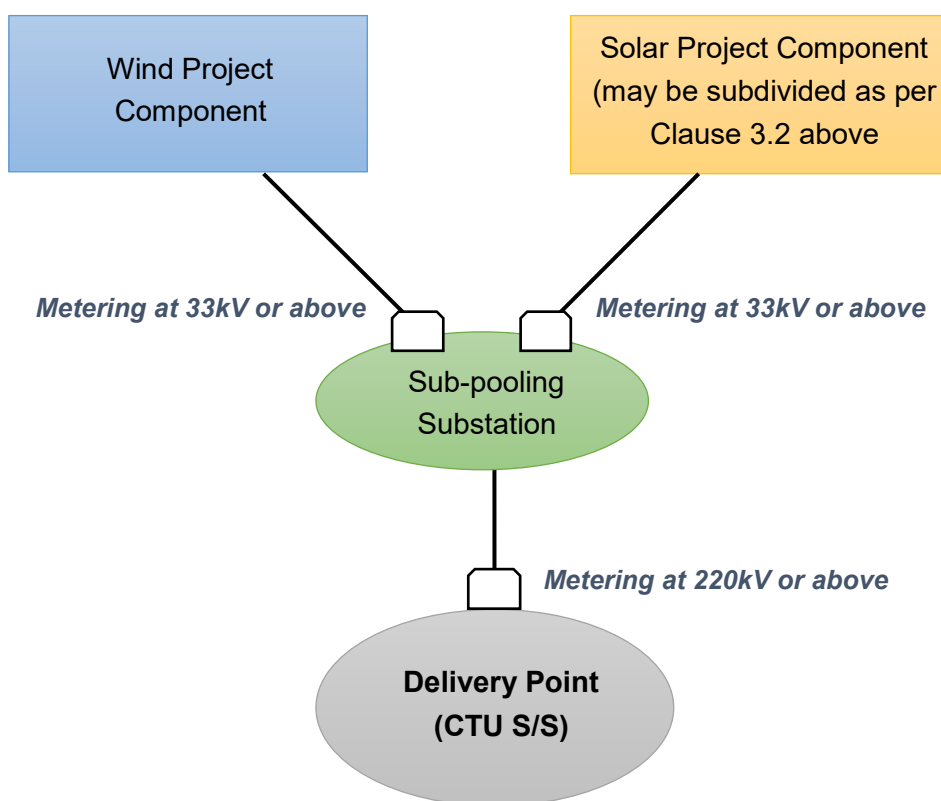
7 **CONNECTIVITY WITH THE GRID**

- 7.1 The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. For interconnection with the grid and metering, the HPD shall abide by the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 (as amended from time to time), along with applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection at the ISTS shall be 220 kV.

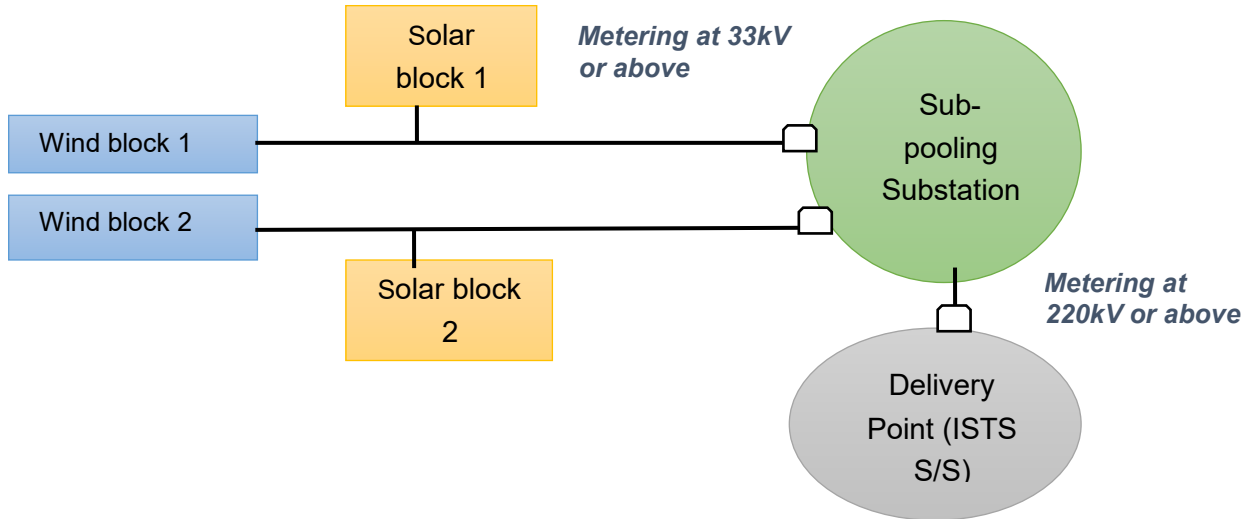
- 7.2 The Bidders are free to choose the ISTS substations for Interconnection of the Project to the grid on a pan-India basis. In doing so, the Bidders shall apply due diligence while choosing the proposed substation, which should either be an existing substation, or should be included in the updated plan of network augmentation as displayed by the CTU on its website, <https://webapps.powergrid.in/ctu/u/Default.aspx>. It must be noted that connectivity shall be applied for, strictly in line with the data as updated on the CTU's website. The bidders shall make note of the capacity available at the substations identified by the CTU, and apply for connectivity accordingly. Bids identifying substations beyond these choices will be liable for rejection. Delivery Point for the Project may be changed by the HPDs until the deadline for fulfilment of Financial Closure conditions, but the revised substations shall be in line with the above provisions.
- 7.3 The responsibility of getting ISTS connectivity and Long Term Open Access (LTA) shall entirely be with the HPD and shall be at the cost of the HPD. The transmission of power upto and at the point of Interconnection/Delivery Point where the metering is done for energy accounting, shall be the responsibility of the HPD at his own cost. In case the HPD is required to use InSTS (Intra-State Transmission System) to bring power at the ISTS point, he may do so per rule and regulations prescribed by the respective SERC in this regard.

In case of Wind-Solar Hybrid Power Projects, Bidders shall have to follow only either of the following configurations for interconnection with the Grid, based on the prevailing provisions in the respective States:

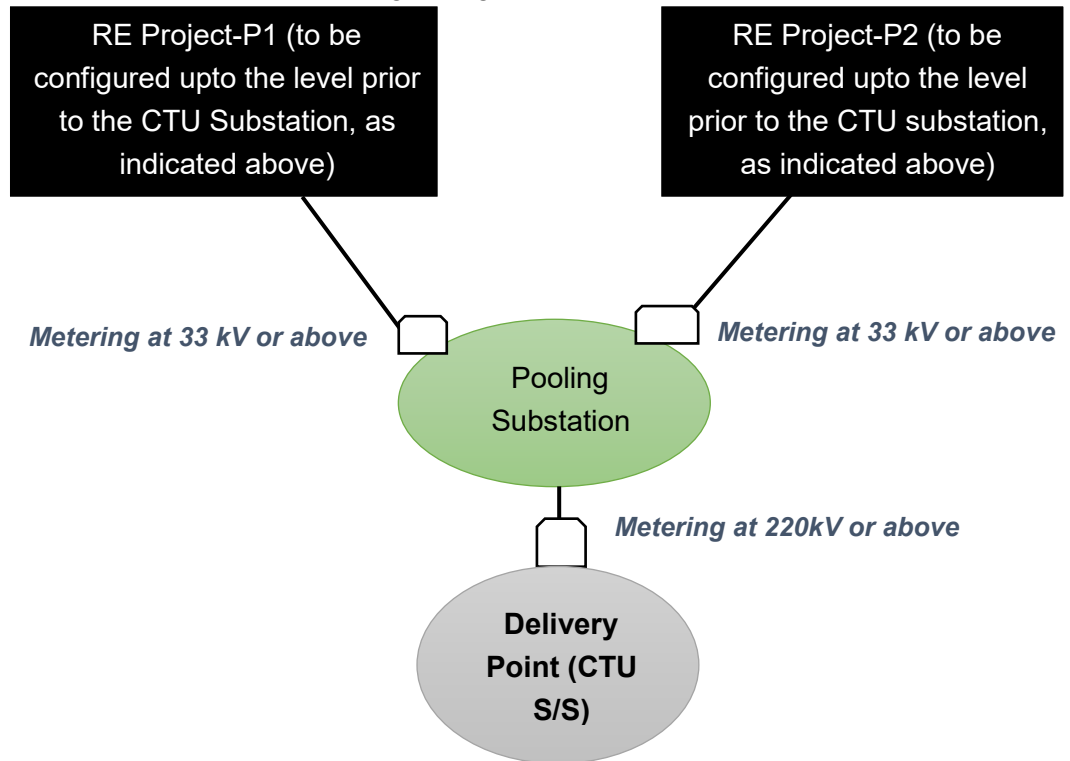
Option-1:



Option 2: It may be noted that sub-pooling of wind and solar power from the respective components may also be achieved on 'cluster-basis', prior to the Delivery Point, i.e., there can be more than one Sub-pooling Substations, pooling multiple smaller groups of solar and wind components, where hybridization of power takes place. However, any such hybridization of power shall mandatorily be achieved prior to injection of power into the Delivery Point. Further, at each Sub-pooling Substation, individual meters accounting energy injected from solar and wind power components. One of such combinations is proposed as follows:



It is reiterated that the 'sub-pooling station' as indicated in Option-1 above, is different than the Pooling Substation as defined in Section-2 of the RfS. The Pooling Station as defined in the RfS shall construe the following configuration:



The Hybrid Project Developers shall strictly follow the configurations only from the options provided above. Configurations deviating from the above may be liable to be rejected by SECI/respective SLDC at the time of commissioning.

Hybridization of energy with ESS: With respect to hybridization of renewable energy with the energy from the ESS, it may be noted that the HPD has the flexibility to design the system as per its convenience, subject to the condition that the hybridization shall take place prior to the Metering point.

- 7.4 The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the HPD, to be undertaken entirely at its cost and expense.
- 7.5 The arrangement of connectivity shall be made by the HPD through a dedicated transmission line upto the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC maintenance, losses etc. and any other charges from the Project upto and including at the Interconnection Point will be borne by the HPD. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the ISTS substation through a common transmission line subject to the following conditions;
- Acceptance of such an arrangement by CTU.
 - The meters for each project at pooling substation are sealed by STU/ CTU/ Discom/ SLDC.
 - The energy accounts are divided and clearly demarcated for the power generated at the project and are issued by the STU/SLDC/RLDC concerned.
 - In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the HPDs who share such a Pooling arrangement, based on their monthly generation.

For the purpose of pooling of two or more Projects, the HPDs shall adhere to the detailed Connectivity Procedure as issued by CERC on 15.05.2018.

- 7.6 The HPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, or UI charges as applicable and are responsible for all liabilities related to LTA and Connectivity. In case of absence of regulations specific to Projects, the above regulations will be adhered to, separately for Wind and Solar Project components.
- 7.7 The scheduling of the power from the project as per the applicable regulation shall be the responsibility of the HPD and any financial implication on account thereof shall be borne by the HPD. In order to remove potential discrepancies and ambiguities, the HPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/Discom, as per the Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the HPD for its early rectification without any liability on SECI. The HPD shall be solely responsible for

- discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
- 7.8 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by HPD as per provisions of PPA.
- 7.9 Metering arrangement of each project shall have to be adhered to in line with relevant clause of the PPA.
- 7.10 The Buying Utility will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.
- 7.11 The responsibility of getting ISTS connectivity and Long Term Open Access (LTA) shall entirely be with the HPD and shall be at the cost of the HPD. In this regard, the HPD shall be required to follow the detailed Connectivity Procedure as issued by CERC on 15.05.2018 and amended from time to time. The HPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs. In case the HPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the HPD to SECI.
- 7.12 For further facilitation and to make use of the existing Intra-State evacuation infrastructure, SECI may offer some of the HPDs in certain States, where the ultimate Buyer for power from the said Project(s) is the same State, the option of connecting to the nearest available STU substation. This offer will be extended to the HPD(s) within 60 days of the issuance of LOAs. Such eligibility of the HPDs shall be decided based on the consent from the corresponding State and shall be offered to the HPDs in the ascending order of their PPA tariffs in that particular State. The HPDs will have the option to either accept or reject such offer from SECI, within 15 days of such intimation. In the event of the rejection of the above offer by the HPD, the same may be extended to the next eligible HPD, until the entire quantum of power to be purchased by the corresponding State is filled. Any additional charges on account of the above change, if applicable, shall be solely attributable to the HPD.
- 7.13 Atleast 30 days prior to the proposed commissioning date, the HPD shall be required to submit the connectivity letter from Central Transmission Utility (CTU), confirming technical feasibility of connectivity of the plant to the ISTS substation. The LTA shall be applied for by the HPD within 60 days of issuance of LOAs. LTA shall be required to be submitted by the HPD prior to commissioning of the Project.
- 7.14 Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to Force Majeure event, the liability of transmission charges and losses would be shared between the HPD and Buying Utility(ies) in ratio of 50:50.

However, in case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to reasons attributable to the HPD, the liability of transmission charges and losses would be that of the HPD.

Further, it is specifically indicated that in case of extension of the SCD for the Project beyond the above applicable deadline of ISTS waiver, due to delay in readiness of ISTS substation and/or delay in LTA operationalization, such Projects shall be deemed having been commissioned prior to the above applicable deadline for ISTS waiver, and ISTS charges and losses for such Projects shall be considered to be waived off.

8 **POWER GENERATION BY HYBRID POWER DEVELOPER**

8.1 **CRITERIA FOR GENERATION**

The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the HPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than **40% or 3.504 Million Units per MW on an annual basis**.

Note: Out of the generated energy, the HPD shall supply energy corresponding to a minimum amount of 3000 kWh per MW of the Contracted Capacity, on daily basis during Peak Hours, as per the schedule provided by the Buying Utility. The requirement of electricity supply during Peak Hours is to be mandatorily met on a day-to-day basis, and shall be monitored on a monthly basis.

It shall be the responsibility of the HPD, entirely at its cost and expense to install such number of project components and associated equipment (including arrangement of extra land for such installation), as may be necessary to achieve the required CUF, and for this purpose HPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. HPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of **34%**, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. In case of Wind-Solar Hybrid Power Projects, the energy units shall be submitted by the HPD separately for wind and solar components, while finalizing the PPA. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the HPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year. In case of Wind-Solar Hybrid Power Project, the Buying Utility shall use the power for fulfillment of solar and non-solar RPO in the proportion of rated capacity of solar and wind power in the hybrid project respectively.

8.2 **SCHEDULING AND OFFTAKE OF ENERGY DURING PEAK HOURS**

- i. The generated energy shall be dispatched through scheduling of power in both Peak and Off-Peak hours. It is mandated to deliver the 3000 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 utility (i.e 100 MW of project capacity shall supply 300,000 kWh of energy during Peak Hours). Reconciliation of the same shall be carried out on a monthly basis. Modifications in the metering arrangement account of the same, if any, shall be under the scope of the HPD, at its own risk and cost.

- ii. The HPD may supply the required energy during Peak Hours either from the stored energy in the ESS or from any RE generation available during the Peak Hours.
- iii. The buying utilities will mandatorily off-take the specified 300MWh for each 100MW capacity during Peak Hours at the Peak Tariff quoted by the HPD, plus SECI's trading margin.
- iv. The complete energy supplied by the HPD during Off-Peak Hours will be consumed by the Buying Utility at the pre fixed tariff of Rs 2.70/kWh, plus SECI's trading margin. The energy supplied by the HPD during Peak Hours will be purchased by the Buying Utility at the tariff discovered through the e-RA, plus SECI's trading margin.
- v. The mandatory peak energy supply per MW during the Peak Hours will be consumed by the Buying Utility at the tariff arrived through the bidding and e-Reverse Auction process, plus SECI's trading margin.
- vi. The discharge of mandated supply of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Utility (ies), as per their day-ahead schedule. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Utilities shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to 6-hour blocks. However, based on the availability of power, the HPD may schedule power more than 50 MW for each 1-hr block, during the Peak Hours. In such cases, subsequent to consumption of 300 MWh energy per 100 MW of Contracted Capacity, remaining energy may be purchased by the Discom at the Off-Peak Tariff. The discharge cycle corresponding to offtake of stored energy may vary as per requirements of the Discom.

Following table illustrates few of the combinations of off-take energy which may be demanded by the Discom as per day-ahead schedule:

Discharge hours during morning Peak Hours	Discharge hours during evening Peak Hours	Total discharge hours
2	4	6
1	5	6
3	3	6
.....	6

- vii. The day-ahead schedule shall be required to be confirmed by the HPD, subject to the condition that the HPD meets the minimum requirement of discharge of energy corresponding to 6-hr Peak Power supply.

- viii. The HPD is free to conduct energy arbitrage during the hours between 00:01 hours and 05:59 hours the next day, through sale and purchase on open market. Any ISTS/STU charges corresponding to wheeling of power, etc, in this regard, shall be borne by the HPD, and will not be the responsibility of SECI.

8.3 **SHORTFALL IN GENERATION**

If for any Contract Year, it is found that the HPD has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the HPD, on account of reasons primarily attributable to the HPD, such shortfall in performance shall make the HPD liable to pay the compensation provided in the PSA (Power Sale Agreement) as payable by SECI to Buying Utility(ies)/ Discoms and shall duly pay such compensation to SECI to enable SECI to remit the amount to Buying Utility(ies)/ Discoms. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be equal to the compensation payable (including RECs) by the buying utilities/ Discoms towards non - meeting of RPOs, which shall ensure that the Discom is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at both Off-Peak Tariff.

The reference to the compensation for shortfall to enable SECI to remit the amount to buying utility (ies) and the amount being equal to the compensation payable by the buying utility(ies) for not meeting RPO is only a measure of damage. It shall not be construed that the compensation is payable by HPD only if the buying utility(ies) are required to pay compensation for such not meeting of RPO or that the buying utility(ies) or the HPD shall be required to prove or establish such payment of compensation for not meeting the RPO.

Shortfall in supply of Peak Power: In case of any shortfall of generation/supply during the Peak Hours from the mandated supply of energy (i.e. 300 MWh for 100 MWh capacity), the HPD shall pay a penalty, which shall be equal to the Peak Tariff or the Tariff paid by the Discom to meet this shortfall in supply, whichever is higher. **Such shortfall shall be permissible upto 15% below the minimum energy commitment during the Peak Hours, on a monthly basis beyond which the penalty will be applied. In other words, the HPD shall be required to demonstrate availability of 85% of Peak Power on a monthly basis.**

HPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the HPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI. HPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the SECI in each case specified under this Agreement.

However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with SECI, affecting supply of power by the HPD.

8.4 EXCESS GENERATION

Any excess generation over and above 10% of declared annual CUF will be purchased by SECI at its discretion {without any obligation to do so} at a fixed tariff of 75% (seventy-five percent) of the Off-Peak PPA tariff, provided SECI is able to get any buyer for sale of such excess generation. However, the HPD shall inform at least 60 days in advance of such excess generation to SECI, to enable SECI take necessary actions for sale of this excess generated energy. SECI shall be required to intimate its approval/refusal to the HPD, for buying such excess generation not later than 30 days of receiving the above offer from the HPD. In the event the offer of the HPD is not accepted by SECI within the said period of 30 days, such right shall cease to exist and the HPD, at its sole discretion, may sell such excess power to any third party.

While the HPD would be free to install DC solar field and wind turbines as per his design of required output, including his requirement of auxiliary consumption, HPD will not be allowed to sell any excess power to any other entity other than SECI (unless refused by SECI).

In case of energy supply during Peak Hours over and above the mandated energy requirement (300 MWh for each 100 MW of project capacity), and in the event of such power being procured by the Buying Utility, the HPD will be paid energy charges @ Off-Peak Tariff, i.e. Rs 2.70/kWh

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

8.5 OFFTAKE CONSTRAINTS DUE TO TRANSMISSION INFRASTRUCTURE/ GRID UNAVAILABILITY, BACKDOWN & LOWER DISCHARGE OF STORED ENERGY

- a. **Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint):** After the scheduled commissioning date, if the Project is ready in all respects including the dedicated transmission line to be established by the HPD to connect to the grid, but the necessary power evacuation/ transmission infrastructure is not ready, for reasons not attributable to the Hybrid Power Developer, leading to offtake constraint, the provision for generation compensation is as follows.

Transmission Constraint	Provision for Generation Compensation
if the Project is ready in all respects including the dedicated transmission line to be established by the HPD to connect to the grid, but the necessary power evacuation/ transmission infrastructure is not ready, leading to offtake constraint	a. The normative CUF of 34% (Thirty Four Percent) or committed CUF, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the HPD in the succeeding 03 (Three) Contract Years, shall be procured by SECI at the

	<p>Off-Peak PPA tariff, so as to offset this loss.</p> <p>b. If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by SECI for compensating the generation loss.</p>
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However, it is clarified that if the project is ready for commissioning prior to the Scheduled commissioning date, but the offtake is constrained because of inadequate/ incomplete power evacuation infrastructure, no compensation shall be permissible.

- b. Compensation in offtake constraint due to Grid Unavailability:** During the operation of the project, there can be some periods where the project can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Hybrid Power Developer. In such cases the generation compensation shall be addressed by SECI in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	<p><i>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</i></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p> <p>The excess generation by the HPD equal to this generation loss shall be procured by SECI at the Off-Peak PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>

- c. Offtake Constraints due to Backdown:** The Hybrid Power Developer and SECI shall follow the forecasting and scheduling process as per the regulations in this regard by the CERC/ SERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to renewable power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Hybrid Power Developer shall be eligible for a Minimum Generation Compensation, from SECI, in the manner detailed below.

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	<p><i>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) × (number of backdown hours during the month)] X Back down Capacity x PPA Tariff</i></p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month.</p>

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA)/SEA/JMR. No Trading Margin shall be applicable on this Generation Compensation provided under Clause 8.5 c above.

- d. Offtake constraints due to shortage in discharge of stored Energy:** The Buying Entities/Discoms are obliged to completely consume the Peak Power for a minimum duration of 3 hours during the Peak Hours, in line with the day-ahead schedule confirmed by the HPD and the Discom. If the Discoms are unable to offtake the energy in part or full, the HPD shall be eligible for a compensation in terms of payment of energy corresponding to the energy failed to be off taken by the DISCOMs at the PPA tariff (corresponding to Peak tariff).

The HPD can sell the remaining energy unutilized during the Peak Hours, in exchange or open market. In such case the DISCOM will pay the tariff difference (difference between the quoted Peak Tariff and the tariff for energy sold in open market)

Note: Notwithstanding anything mentioned above, the provisions of Clause 8.5 above shall be applicable subject to the acceptance of the same by the respective Buying Utility in the Power Sale Agreement.

9 CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

- 9.1 The Hybrid Power Developers are required to obtain all necessary clearances and permits as required for setting up the Solar Power Projects, including but not limited to the following:
- No Objection (NOC)/Environmental clearance (if applicable) for the Project.
 - Forest Clearance (if applicable) for the land for the Project.
 - Approval for water from the concerned authority (if applicable) required for the Project.
 - Any other clearances as may be legally required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, shall be required to be submitted to SECI prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the HPD shall submit an undertaking in this regard, and it shall be deemed that the HPD has obtain all the

necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the HPD.

Note: The SPD shall apply for all the necessary approvals, permits and clearances not more than 3 months from the issuance of LOA, 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.

10 **EARNEST MONEY DEPOSIT (EMD)**

- 10.1 Earnest Money Deposit (EMD) of INR 6 Lakh/ MW per Project in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.
- 10.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C to RfS. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-C is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).
- 10.3 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.

11 **PERFORMANCE BANK GUARANTEE (PBG)**

- 11.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 30 Lakh/ MW within 30 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 27 months from the Effective Date of the PPA. 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. Non submission of PBG within the above mentioned timelines shall be treated as follows:

- a. Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month +18% GST levied on per day basis shall be paid by the HPD to SECI in addition to the PBG amount.

In case of delay in making full payment of above delay charges, upto the date of PBG submission, interest shall be levied on the delay charges @ one year SBI MCLR+18%GST. The amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated below). Further, balance amount to be paid shall attract Interest rate @ one year SBI MCLR rate /annum +18% GST on pro-rata basis.

- b. Delay beyond 1 month from the due date of submission of PBG: The BG against EMD submitted by the WPD shall be encashed by SECI and the Project shall stand terminated.

For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of 30 days.

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

Note: The PBGs are required to be submitted in the name of the entity signing the PPA. In case of the 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 within the above prescribed timeline, 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 the PPA.

- 11.3 The HPD shall furnish the PBG from any of the Banks listed at Schedule-2 of draft PPA to SECI. PBG issued by foreign branch of a bank from bank list given in Schedule-2 of draft PPA is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Section-IV, Clause C.1 (b) of the RfS.

- 11.4 The format of the Bank Guarantees prescribed in the Formats 7.3 A (EMD) and 7.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/ PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

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

- 11.5 The selected Bidder for the Project selected based on this RfS is required to sign PPA with SECI within 90 Days after the issue of LoA. 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 No. 14, Section-III, Instructions to Bidders (ITB) of RfS documents or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee

equivalent to the amount of the EMD shall be encashed by SECI from the Bank Guarantee available with SECI (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

- 11.6 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.
- 11.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders. 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.
- 11.8 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- 11.9 After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG of HPDs shall be returned to them, immediately after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause No. 17, Section-III, Instructions to Bidders (ITB) of RfS.

12 SUCCESS CHARGES & PAYMENT SECURITY DEPOSIT

The Selected Bidder shall have to pay INR 1.00 Lakh/ MW/ Project + 18% GST to SECI towards administrative overheads, coordination with State Authorities and others, DISCOM/ STU/ CTU, pre-commissioning and commissioning expense. The payment has to be made by the HPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA. Any delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract interest @18% per annum+18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to SECI. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated below). Further, balance amount to be paid shall attract Interest rate @ one year SBI MCLR rate /annum on pro-rata basis.

Payment Security Deposit: Prior to declaration of commissioning of first part capacity of the Project, the SPD shall furnish a Payment Security Deposit (PSD) @Rs.5 lakh/MW/Project, to SECI through DD/NEFT/RTGS. This fund shall be non-refundable, and shall form part of the Payment Security Fund maintained by SECI for the Projects. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.

13 **FORFEITURE OF EMD**

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

- 13.1 If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- 13.2 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 No. 14, Section-III, Instructions to Bidders (ITB) of RfS or does not execute the PPA within the stipulated time period;
- 13.3 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;
- 13.4 If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause No. 11, Section-III, Instructions to Bidders (ITB) of RfS documents;

14 **POWER PURCHASE AGREEMENT (PPA)**

- 14.1 SECI shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between SECI and the selected HPD will be made available on website of ISN-ETS <https://www.bharat-electronictender.com> and also in SECI website www.seci.co.in. The PPA shall be signed within 90 (Ninety) days from the date of issue of LoA (*for e.g. If the LoA is dated 20.03.2019, then the last date of signing of PPA shall be 18.06.2019*). PPA will be executed between SECI and selected bidder or its SPV for each Project. The PPA shall be valid for a period of 25 years as per provisions of PPA.

Note: PPA will be executed between SECI and the HPD as per the breakup of the cumulative Project capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 7.1), which can be changed by the HPD prior to signing of PPA. However, it may be noted that the Successful Bidder shall be allowed to change the State of the proposed Project locations, prior to achievement of Financial Closure of the Project. Any changes in the location of the Project(s) awarded shall not be permitted subsequent to the above deadline. The final project configuration, adding up to the cumulative capacity awarded to the Bidder, may be intimated to SECI at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA. Delays in connectivity and/or LTA for the Project(s) on account of such changes, which differ from the details provided in the

Covering letter, shall be at the risk and cost of the Successful Bidder. The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Projects.

14.2 The Performance Bank Guarantee as per Clause 11 above and Success Charges as per Clause 12 above, shall be submitted by the HPD prior to signing of PPA. Before signing of PPA between SECI and the HPDs, SECI will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage it is found that the documents furnished by the HPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

14.3 Successful bidders will have to submit the required documents to SECI within 70 days from the issue of LoA. In case of delay in submission of documents beyond the 70 days as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 90th day from the date of issuance of LOA. In extraordinary cases of unavoidable delays on the part of SECI in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.

14.4 Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the HPD and SECI, will be executed by SECI with the Buying Entity for sale of solar power to buying entity, with the buying entity assuming all the obligations of SECI under the PPA. SECI's obligation to HPD under the PPA shall also be on the back to back basis as provided in the PPA and the corresponding PSA.

14.5 The HPDs will be free to reconfigure and repower the project from time to time during the PPA duration. However, SECI will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.

14.6 Any extension of the PPA period beyond 25 years shall be through mutual agreement between the HPD, Buying Entity and SECI.

15 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS AND LAND ARRANGEMENTS

15.1 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

- (i) The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective Date of the PPA is 07.03.2019, then scheduled Financial Closure date shall be 07.03.2020).
- (ii) At the stage of financial closure, the HPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the HPD 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.

- (iii) DPR & Technology Tie-up: At this stage, the HPD shall also submit the Detailed Project Report (DPR) for the Project, indicating HPD's plans to meet the quoted CUF and power delivery obligations. The HPD shall also demonstrate the technology tie-ups for major equipment, such as solar PV modules, Inverters, wind turbines, ESS component, as per the DPR for the Project.
- (iv) In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects, unless the delay is on account of delay in allotment of land by the Government not owing to any action or inaction on the part of the HPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of HPD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of HPD to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the HPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective HPDs to either furnish the necessary documents or make the above mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days-SECI shall encash the PBG of the corresponding HPDs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the HPDs 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 HPD. In case of the HPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the HPD shall be returned by SECI. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the HPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.
- (v) The HPD 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.

15.2 LAND ARRANGEMENTS

The HPD shall be entirely responsible for acquiring the land required for setting up the project and SECI shall not in any manner be responsible for the same.

- i. In case of the Project comprising only a solar PV and ESS component:
- a. The HPD shall demonstrate possession of 100% (hundred percent) of the land identified for the Project within 12 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.03.2019, then the above deadline shall be

07.03.2020). The HPD shall be required to demonstrate possession of a minimum area of 1.5 ha/MW for the Project Capacity. In this regard, the HPD shall submit documents/Lease Agreement to establish possession/right to use 100% of the required land in the same of the SPD or its Affiliate. In case the land is in the name of the Affiliate, the land should be transferred in the name of the HPD prior to the SCD. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or SECI, in case of default of the HPD.

- b. The HPD shall submit a sworn affidavit from the authorized signatory of the HPD listing the details of the land and certifying that total land required for the Project is under clear possession of the HPD. In case of leasing of Government land, appropriate state regulations regarding tenure of lease agreement shall be applicable. In both cases where the lease agreements are for a period shorter than the PPA Term, solely on account of applicable State Governmental regulations, the WPD shall be required to submit an undertaking that the lease agreements shall be appropriately extended in line with the Term of the PPA, when required. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or SECI, in case of default of the WPD. Further, in case of sub-leasing of land from an entity other than the Government, the lessor and lessee shall submit letters in their respective letterheads addressed to each other, confirming handing over and taking over the said land parcel(s), respectively.
- c. In case the entire land as identified by the HPD for the Project is not under 100% possession of the HPD within 12 months from the Effective Date of the PPA, the extension charges @Rs. 1,000/MW/day shall be levied on pro-rata basis to the land not acquired until the SCD. Change of land location and Delivery Point for the Projects is allowed until achievement of Financial Closure of the Project, under prior intimation to SECI. In case the HPD is unable to demonstrate possession of 100% of the identified land until the SCD, this shall be treated as delay in Commissioning and liquidated damages will be levied as applicable in case of delay in commissioning beyond SCD.

ii. In all other cases:

- a. The HPD shall demonstrate clear possession and right to use 100% (hundred percent) of the land identified for the Project, on or before the Scheduled Commissioning Date of the Project. In this regard, the HPD shall submit documents/lease agreement to establish possession/right to use 100% of the required land in the same of the HPD. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or SECI, in case of default of the HPD.
- b. The HPD shall submit a sworn affidavit from the authorized signatory of the HPD listing the details of the land and certifying that total land required for the Project is under clear possession of the HPD. In case of leasing of Government land, appropriate state regulations regarding tenure of lease agreement shall be applicable. In both cases where the lease agreements are for a period shorter than

the PPA Term, solely on account of applicable State Governmental regulations, the WPD shall be required to submit an undertaking that the lease agreements shall be appropriately extended in line with the Term of the PPA, when required. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or SECI, in case of default of the WPD. Further, in case of sub-leasing of land from an entity other than the Government, the lessor and lessee shall submit letters in their respective letterheads addressed to each another, confirming handing over and taking over the said land parcel(s), respectively.

- c. It is further to be noted that delay in demonstration of land possession shall be considered as delay in commissioning of the Project and shall be dealt under relevant provisions of the RfS and PPA.

16 **COMMISSIONING**

The Commissioning of the Project shall be carried out by the HPD in line with the procedure given in draft PPA document (Commissioning Procedure at Annexure-A and Appendix-A-1 are for reference). SECI may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the State Nodal Agency or SECI after successful commissioning. Commissioning of the Project will be considered upon establishment of power generation equipment of rated Contracted Capacity and demonstration of power flow into the grid.

16.a **PART COMMISSIONING**

Part commissioning of the Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned.

For example, a project of 70 MW may be commissioned in 2 parts: First being a part capacity of 50 MW and the remaining part capacity being 20 MW.

Similarly, part commissioning of a project of 110 MW capacity shall be done as follows: 1st part capacity=50 MW, 2nd part capacity=50 MW and 3rd part capacity=10 MW.

Applicable for Wind-Solar Hybrid Power Projects:

In case of part commissioning of the Project, it shall be mandatory to demonstrate commissioning of one component (either wind or solar) having capacity equal to at least 25% of the project capacity of the other component being commissioned, otherwise the project shall not be demonstrated as part-commissioned. In other words, it is clarified that commissioning of a single component or having a composition lower than the above required percentage, shall not construe part commissioning of the Hybrid Project.

Applicable for Projects other than (solar + ESS combination):

In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the WPD prior to declaration of commissioning of the said part capacity.

In all cases, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty five) years from the SCD.

16.b COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMISSIONING

- i. In case of the Project comprising only a solar PV and ESS component:
 - a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on **18 months** from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.10.2019, then SCD shall be 07.04.2021).
 - b. The maximum time period allowed for commissioning of the full Project Capacity shall be limited to **24 months** from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.10.2019, then the above deadline for Project commissioning shall be 07.10.2021).
 - c. In case of delay in commissioning of the Project beyond the SCD until the date as indicated in Clause 16.b.i.b. above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: $\text{PBG amount} \times (100/240) \times (18/180)$. For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.
 - d. In case the Commissioning of the Project is delayed beyond the date as on indicated in Clause 16.b.i.b. above, the PPA capacity shall stand reduced/ amended to the Project Capacity Commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.
- ii. In all other cases:
 - a. The Project shall be fully commissioned within 18 months from the Effective date of the PPA, or from the Effective Date of PSA, whichever is later i.e. the Scheduled Commissioning Date (SCD) (for e.g. if Effective Date of the PPA is 07.04.2019 and Effective Date of PSA is 07.03.2019, then SCD shall be 07.10.2020). In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project.
 - b. The maximum deadline allowed for commissioning of the full Project Capacity shall be limited to the date as on 270 days from the SCD.
 - c. In case of delay in commissioning of the Project beyond the SCD until the deadline as per Clause 16.b.ii.b. above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the

balance capacity not commissioned. For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/240) X (18/270).

- d. In case Commissioning of the Project is delayed beyond the date as per Clause 16.b.ii.b. above, the PPA capacity shall stand reduced/ amended to the Project Capacity Commissioned as on the date as per Clause 16.b.ii.b. above, and PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.
- e. It is to be noted that commissioning/part commissioning of the Project will not be declared until the WPD demonstrates possession of land in line with Clause 15.2 above, in addition to the other conditions as per the Commissioning Procedure enclosed at Appendix-A-1. For part-commissioning, portion of land on which the part of the project is commissioned should be under clear possession of the HPD in accordance with clause 15.2.
- iii. In case of delay in commissioning of the Project due to reasons beyond the reasonable control of the HPD, SECI may extend the SCD after examining the issue on a case-to-case basis.

16.c. DELAY IN COMMISSIONING ON ACCOUNT OF DELAY IN LTA OPERATIONALIZATION

The HPD shall apply due diligence while identifying the ISTS substations and applying for connectivity, with reference to bay availability and/or timelines of commissioning of planned ISTS infrastructure. SECI does not assume any responsibility in this above mentioned process of ascertaining availability at the ISTS substations and grant of connectivity.

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

- (i) The HPD has complied with the complete application formalities as per Clause 7.11 & 7.13 above,
- (ii) The HPD has adhered to the applicable Procedure in this regard as notified by the CERC/CTU, and
- (iii) The delay in grant of connectivity/LTA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the HPD;

The above shall be treated as delays beyond the control of the HPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI.

16.d. **EARLY COMMISSIONING**

The HPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the SCD, SECI may, at its discretion if the Buying Entity agrees to, purchase the generation @ 75% (seventy-five per cent) of the respective Part-PPA tariffs for the energy supplied during Off-Peak Hours and Peak Hours. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, SECI may at its discretion, if the Buying entity agrees to, purchase the generation at PPA Tariff. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of SECI.

17 **COMMERCIAL OPERATION DATE (COD)**

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. The 25-year tenure of PPA shall be as per the provisions of PPA. The following milestone dates may therefore be observed and may fall on separate dates

(a) **Interconnection with Grid:** This may be provided by the STU/ CTU/ Discom on the request of the project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.

(b) **Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning. SECI may authorize any individual or committee or organization to declare the project commissioned on site.

Any energy produced and flowing into the grid before COD shall not be at the cost of SECI under this scheme and developers will be free to make short-term sale to any organization or individual. SECI may agree to buy this power as a trader if they find it viable outside this RfS.

18 **MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER**

18.1 The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of LoA, the HPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with SECI.

18.2 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:

1. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.

3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
 4. Transfer of shares within the members of Promoter Group.
 5. Transfer of shares to IEPF.
 6. Issue of Bonus Shares.
- 18.3 In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 03 (three) years after the COD, except with the prior approval of SECI. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 03 years after COD, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 18.4 In case of the selected 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), till 03 (three) years after the COD, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 18.5 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 03 years after COD.
- 18.6 Any change in the shareholding after the expiry of 03 years after COD can be undertaken under intimation to SECI. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.
- 18.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI.

19 STRUCTURING OF THE BID SELECTION PROCESS

- 19.1 Single stage, Double Envelope bidding followed by e-Reverse Auction has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 23, Section-III, Instructions to Bidders (ITB) of RfS.
- 19.2 Aggregate capacity offered under this RfS is 1200 MW with projects to be configured in multiples of 10 MW. For each project, Minimum Project size shall be 50 MW and maximum size shall be 300 MW. The Bidders may submit their proposals accordingly.

The proposals may be enclosed in the same envelope in the manner described in Clause No. 23, Section-III, Instructions to Bidders (ITB) of RfS.

20 **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 - D and Annexure - E

Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 7.1**
2. 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.

3. Earnest Money Deposit (EMD) in the form as per **Format 7.3 A**
4. 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.

5. 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.
6. 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.
7. Undertaking regarding no willful default and no major litigation pending as per **Format 6.7**.
8. A disclosure statement as per **Format 7.8** regarding participation of any related companies in the bidding process.
9. Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project) in line with Clause No. 15, Section-III, Instructions to Bidders (ITB) of RfS.
10. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.10** (to be filled out separately for each Project).

11. Attachments

- a. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
 - Undertaking with regards to clause A8 in Section-IV.
- 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 2018-19 (if available), or FY 2017-18, or as on the date at least 7 days prior to the bid submission deadline, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements (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.

21 **IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS**

- 21.1 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.
- 21.2 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 No. 14, Section-III, Instructions to Bidders, ITB of RfS.
- 21.3 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 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.
- 21.4 If the event specified at 21.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 21.5 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 no. 11, Section-III, Instructions to Bidders (ITB) of RfS.
- 21.6 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.

- 21.7 The response to RfS shall be submitted as mentioned in Clause No. 21, Section-III, Instructions to Bidders (ITB) of 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.
- 21.8 The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 21.9 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.
- 21.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 21.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 21.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 21.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 21.14 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.
- 21.15 The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between HPD and SECI as well as SECI and buying utility(ies). Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 21.16 All the financial transactions to be made with SECI including success charges, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

22 **NON-RESPONSIVE BID**

The electronic response to RfS submitted by the bidder along with the documents submitted offline 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 Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet;
- (b) Non-submission of EMD in acceptable form along with RfS document.
- (c) Response to RfS not received by the due date and time of bid submission;
- (d) Non-submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- (e) Non-submission of the original documents mentioned at Clause No. 23.a I, Section II, Instructions to Bidders (ITB) of RfS by due date and time of bid submission;
- (f) Any indication of tariff in any part of response to the RfS, other than in the financial bid;
- (g) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form;
- (h) 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.

23 METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER

23.a DOCUMENTS TO BE SUBMITTED OFFLINE (IN ORIGINAL)

The bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Super scribed as “**Bidding Envelope containing i) Covering Envelope, ii) Pass Phrase Envelope -1 & iii) Pass Phrase Envelope -2**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left hand side bottom must contain the following:

I. Covering Envelope: Super scribed as “**Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, Covering Letter, and Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution**” must contain the following

- DD/ Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.

- Processing Fee in the form DD/ Pay Order as mentioned in the Bid Information Sheet.
- Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A). One EMD may be submitted for the cumulative capacity quoted by the Bidder.
- Covering Letter as per Format-7.1
- Power of Attorney as per Format 7.2 (if applicable),
- Board Resolution as per Format 7.4
- Consortium Agreement as per Format 7.5 (if applicable)
- GSTN along with respective registered address of the Bidder on the letterhead of the Bidder (signed by the Authorized signatory)

II. **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly signed by the authorized signatory in sealed envelope.

III. **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly signed by the authorized signatory in sealed envelope.

The bidding envelope shall contain the following sticker

Response to RfS for Selection of Setting up of 1200 MW ISTS Connected RE Projects with assured Peak hour supply in India (ISTS-VII)	
<i>Cumulative Capacity of the projects applied for</i>	_____ MW
<i>No. of Projects Bid for</i>	
<i>RfS Reference No.</i>	SECI/C&P/HPD/ISTS-VII/RfS/1200MW/082019 dated 01.08.2019
<i>Submitted by</i>	(Enter Full name and address of the Bidder)
<i>Authorized Signatory</i>	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
<i>Bid Submitted to</i>	GM (C & P) Solar Energy Corporation of India Limited D - 3, 1st Floor, A-Wing, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017 Tel No. 011-71989256/ 011-71989294 Email - contracts@seci.co.in

23.b DOCUMENTS TO BE SUBMITTED ONLINE

Detail instructions to be followed by the bidders for online submission of response to RfS as stated as Annexure-D and E. 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 offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned. The bid shall not be processed further in such case.

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

I. Technical Bid (First Envelope)

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

- (a) Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8, 7.9 and 7.10 as elaborated in Clause No. 20, Section-III, Instructions to Bidders (ITB).
- (b) All attachments elaborated in Clause No. 20, Section-III, Instructions to Bidders (ITB), under the sub-clause 10, Attachments with proper file names
- (c) All supporting documents regarding meeting the eligibility criteria

The bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.

II. Financial Bid (Second Envelope)

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

- (a) Covering letter as per Format - 7.11 of this RfS document
- (b) Preliminary Estimate of Cost of Solar PV Project as per Format 7.12

Only a single tariff, i.e. the Peak Tariff bid for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.


Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.

- (b) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SECI within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder.

24 NOTICE BOARD FOR DISPLAY

The selected HPD will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of COD.

___ MW Grid Connected RE Project with ___MWhr ESS, Owned and operated by
----- (insert name of the HPD)
[Under RfS for *Setting up of 1200 MW ISTS Connected RE Projects with assured Peak hour supply* by
Solar Energy Corporation of India Limited]

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

25 VALIDITY OF THE RESPONSE TO RfS

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS ("Bid Validity"). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

26 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.

27 CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

- 27.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS portal.
- 27.2 SECI will make effort 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 website <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.
- 27.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).
- 27.4 Enquiries/ Clarifications may be sought by the Bidder from

<u>Name of the Authorized Person of SECI:</u>	<u>Contact Details:</u>
Shri Sanjay Sharma General Manager (C & P)	Phone (Off):011-71989256 E-mail: contracts@seci.co.in
Shri Pratik Prasun Manager (C & P)	Phone (Off): 011-71989236, Email: contracts@seci.co.in
Shri Biblesh Dy. Manager (C & P)	Phone (Off): 011-71989284 Email: contracts@seci.co.in

28 RIGHT OF SECI TO REJECT A BID

SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to SECI's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

29 POST AWARD COMPLIANCES

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/ Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of HPD. SECI shall not be liable for issuing any intimations/ reminders to HPDs for timely completion of milestones and/ or submission of compliance documents. Any checklist shared with HPD by SECI for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the HPD.



SECTION - IV

QUALIFYING REQUIREMENTS FOR BIDDERS (QR)

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

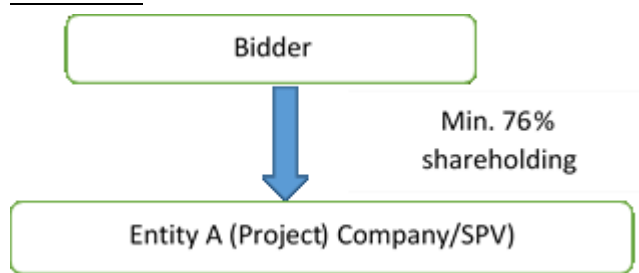
A GENERAL ELIGIBILITY CRITERIA

- A.1 Company as defined.
- A.2 Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).
- A.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with atleast 76% 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, the clause no. A.7 mentioned below shall be applicable.
- A.4 Not Used.
- A.5 Limited Liability Partnership (LLPs) are not eligible for participation.
- A.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 76% 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.
- A.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 the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the

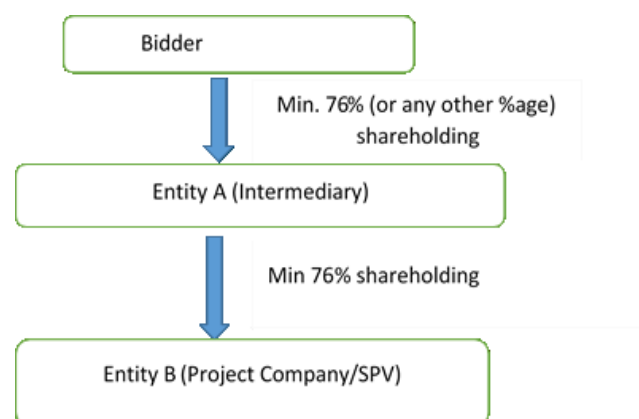
permission of SECI, subject to the condition that, the management control remains within the same group of companies.

- A.8 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.
- A9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 3.5 A (iii) and (vi) above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same

Scenario 1:



Scenario 2:



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

B TECHNICAL ELIGIBILITY CRITERIA

- B.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.

- B.2 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No.15 under the sub title “Financial Closure” in Section-III, Instructions to Bidders (ITB) of RfS. The undertaking shall be submitted as per enclosed Format 7.8.
- B.3 In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type-certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the Scheduled Commissioning Date of the projects will be allowed for deployment under the RfS. Detailed technical parameters for Solar PV component to be met by HPDs are at Annexure-A. The HPDs shall strictly comply with the above requirements. Further, the cells and modules used in the Project shall be sourced only from the models and manufacturers included in the “Approved List of Models and Manufacturers” as published by MNRE and updated as on the date of commissioning of the Project.
- B.4 The Projects shall also comply with the criteria for power generation detailed in Clause No. 8 in Section-III, Instructions to Bidders (ITB) of RfS.

C FINANCIAL ELIGIBILITY CRITERIA

C.1 NET-WORTH

- The Net Worth of the Bidder should be equal to or greater than **INR 1.5 Crores per MW** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2018-19, if available, or 2017-18, or as on the date at least 7 days prior to the date of bid submission.
- 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 in case the Bidder(s) fail to do so in accordance with the RfS.
- 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.

C.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:

- A minimum annual turnover of **INR 1.02 Crores/MW** of the quoted capacity during the previous financial year, i.e. FY 2018-19, if available, or 2017-18, or as on the date at least 7 days prior to the date of bid submission. 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.

- b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 20 Lakhs/ MW** of the quoted capacity, as on the last date of previous financial year, i.e. FY 2018-19, if available, or 2017-18, or as on the date at least 7 days prior to the date of bid submission.
 - c. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 25 Lakhs/ MW** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.
- C.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 C.1 and C.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 in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.
- C.4** For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.
- C.5** A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. FY 2018-19, if available, or 2017-18, or provisional audited accounts in case of the bidder meeting the financial criteria as on the date at least 7 days prior to the date of bid submission, 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 audited accounts in case of the bidder meeting the financial criteria as on the date at least 7 days prior to the date of bid submission,.

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, or the provisional audited accounts for the date at least 7 days prior to the date

of bid submission. 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 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.

- C.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.
- C.7** In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into 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 C.6 above.
- C.8** In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100MW, then, total Net-Worth to be met by the Consortium is Rs. 1.2 Crores x 100MW = Rs. 120 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 84 Crores and to be met by Consortium Member B would be Rs.36 Crores. Similar methodology shall be followed for computation of turnover and other liquidity requirement.



SECTION - V

BID EVALUATION AND SELECTION OF PROJECTS

1 **BID EVALUATION**

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section-III, Instructions to Bidders (ITB) of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

2 **TECHNO-COMMERCIAL EVALUATION OF BIDDERS**

2.a **FIRST ENVELOPE (TECHNICAL BID) EVALUATION (STEP - 1)**

- 2.a.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause No. 23.a, Section-III, Instructions to Bidders (ITB) of this RfS are received at the office of SECI on or before the due date and time of bid submission.
- 2.a.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.
- 2.a.3 Subject to Clause No. 22, Section-III, Instructions to Bidders (ITB) of this 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 the 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.
- 2.a.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno Commercial eligibility as per RfS.

2.b **SECOND ENVELOPE (FINANCIAL BID) EVALUATION (STEP - 2)**

In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff Bid" quoted by the bidders in the Electronic Form of Financial Bid. **It is specified that the bidders shall quote only for the 2nd part tariff, i.e. the "Peak Tariff" as elaborated in the RfS document, which shall be exclusive of the 1st part tariff of Rs. 2.70/kWh.** After this step, the shortlisted bidders shall be invited for the Reverse Auction.

Note: Reverse Auction shall be conducted only on the Peak Tariff as quoted by the Bidders. In this context, the term “tariff” in this Section shall mean “Peak Tariff”.

- 2.b.1 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.
- 2.b.2 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 tariff per kWh for all the Projects applied for. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).
- 2.b.3 In this step, evaluation will be carried out for each Project based on tariff quoted by Bidders for the “Peak tariff”.
- 2.b.4 On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to 1200 MW, then the procedure as elaborated in Clause No. 3.2 of this Section-V shall be followed.
- 2.b.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.
- 2.b.6 If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- 2.b.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause No. 3.2 of this Section V.
- 2.b.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

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

3 REVERSE AUCTION (STEP - 3)

- 3.1 The reverse auction for each project shall be conducted through <https://www.bharat-electronictender.com> portal on the day as intimated by SECI to the eligible bidders.
- 3.2 The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

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

S_E = (Eligible capacity for award)	(i) In case $S_T \leq 1200$ MW, $S_E = 0.8 \times S_T$ (ii) In case $S_T > 1200$ MW, $S_E = 0.8 \times S_T$, subject to maximum eligible capacity being 1200 MW.	
$n = \{$	T , if $T = m$ or $m+1$	Where m = Total number of techno-commercially qualified bidders (<i>after ranking is done in ascending order from L1 onwards</i>) such that $(S_{m-1} < S_E$ MW and $S_m \geq S_E$) and $1 \leq m \leq T$
	$m + (T-m)/2$, if $S_m \geq S_E$ and $T-m$ is even	
	$m + (T-m+1)/2$, if $S_m \geq S_E$ and $T-m$ is odd	

Total eligible Bidders for e-Reverse Auction = Bidders from Sl. No. 1 to Sl. No. n.
For e.g. (Shortlisting of Bidders for reverse auction):

Total bid capacity of techno-commercially shortlisted bidders = $S_T = 2340$ MW

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	m	S_E	n	Shortlisted Bidders
1	B3	L1	250	10	8	1200 MW	9*	B3
2	B5	L2	200					B5
3	B1	L3	300					B1
4	B4	L3	100					B4
5	B2	L4	50					B2
6	B6	L5	70					B6
7	B7	L6	80					B7
8	B8	L7	240					B8

9	B9	L8	450				
10	B10	L9	600				

*n = 8+ (10-8)/2=9 as per above formula

- 3.3 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 schedule 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 No. 3.2 above.
- 3.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS website of reverse auction 15 minutes before the start time of reverse auction.
- 3.4.1 During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
- 3.4.2 The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.
- 3.4.3 Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- 3.4.4 During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
- 3.4.5 In the bidder's bidding window, the following information can be viewed by the bidder:
- Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
 - The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity
- 3.4.6 The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 08 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as follows:
- (a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instance.

(b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instance.

(c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instance.

If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

4 SELECTION OF SUCCESSFUL BIDDERS

- i. The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) and so on till the total capacity (S_E) is exhausted.
- ii. The lowest quoting Bidder will be allotted its qualified project capacity and then, next higher Bidder will be allotted its qualified project capacity and so on, till the total project capacity (i.e. 1200 MW) is exhausted.
- iii. Note: The allocation of cumulative project capacity shall be closed at 1200 MW. However, in no case, shall the capacity of a single Project selected under this RfS, be less than 50 MW. In case of the last selected Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder but greater than 50 MW, then the substation with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder (if applicable), subject to the maximum cumulative capacity not exceeding 1200 MW, being awarded under the RfS.

In case the partial capacity offered to the last Bidder after completion of the eRA is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders.

In case the partial capacity offered to the last Bidder after completion of the eRA is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding 1200 MW. In case the last Bidder refuses to accept such partial capacity offered by SECI, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by SECI.

- iv. In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others.

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

Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step 2: Ranking will be done based on draw of lots

5 **ISSUANCE OF LoAs:**

At the end of selection process, a Letter of Award (LOA) will be issued to the successful Bidders for each Project. In case of a Consortium being selected as the successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.

In all cases, SECI's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.



SECTION - VI

OTHER PROVISIONS

1 **ROLE OF STATE NODAL AGENCIES**

It is envisaged that the State Government shall appoint any Agency as a State Level Agency which will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled Timeline. This may include facilitation in the following areas:

- Coordination among various State and Central agencies for speedy implementation of projects
- Support during commissioning of projects and issue of commissioning certificates.

2 **ROLE OF CENTRE TRANSMISSION UTILITY/PGCIL**

It is envisaged that the State Transmission Company/CTU/PGCIL will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- i) Upon application of Connectivity as per SERC/CERC Regulations, CTU shall coordinate with the concerned agencies for grant of connectivity and LTA.
- ii) Support during commissioning of projects



SECTION - VII

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

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 - IV and other submission requirements specified in the RfS

- i) Format of Covering Letter (Format 7.1)
- ii) Format for Power of Attorney (Format 7.2)
- iii) Format for Earnest Money Deposit (EMD) (Format 7.3 A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 7.3 B)
- v) Format for Board Resolutions (Format 7.4)
- vi) Format for Consortium Agreement (Format 7.5)
- vii) Format for Financial Requirement (Format 7.6)
- viii) Undertaking regarding no willful default and no major litigation pending (Format 7.7)
- ix) Format for Disclosure (Format 7.8)
- x) Format for Technical Criteria (Format 7.9)
- xi) Format for Proposed Technology Tie-up (Format 7.10)
- xii) Format for submission of Financial Bid (Format 7.11)
- xiii) Format for Preliminary Estimate of Cost of Solar PV Project (Format 7.11)
- xiv) Technical Requirements for ISTS Connected Solar PV Projects (Annexure - A)
- xv) Check List for Bank Guarantees (Annexure-B)
- xvi) List of Banks (Annexure-C)
- xvii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- xviii) Terms & Conditions of Reverse Auction (Annexure-E)

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
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. _____ for Selection of Project Developers for Setting up of 1200 MW ISTS Connected RE Projects with assured Peak Power supply (ISTS-VII)

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 25 years 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). We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 600 MW, including this response to RfS.

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

Project No.	Project configuration (component rating in MW)	Project Capacity (MW)	Project Location (Village, Tehsil, Dist., State)	Interconnection Point Details	Proposed CUF	Project Preference*

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 4.4.3.*

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 shall demonstrate clear possession and right to use of the land identified for the Project within the deadlines as indicated in the RfS. We also confirm that the Project shall be commissioned within the deadline as indicated in the RfS.
2. Earnest Money Deposit (EMD): - (Please read Clause No. 10, Section-III, ITB carefully before filling)
We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 7.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause No. 10, Section-III, ITB of this RfS. The total capacity of the Solar PV Project offered by us is MW [Insert cumulative capacity proposed].
3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clause Nos. 11 & 12, Section-III, ITB of this RfS on issue of LoA by SECI for the selected Projects and/ or we are not able to sign PPA with SECI within 90 Days of issue of LoA by SECI for the selected Projects, SECI shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section - VII (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 and all claims in respect of this process.
We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.
6. Familiarity with Relevant Indian Laws & Regulations: -
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

7. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with SECI, committing total equity infusion in the SPV as per the provisions of RfS.
8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SECI.
10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
11. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].
12. Contact Person
Details of the representative to be contacted by SECI are furnished as under:
Name :
Designation :
Company :
Address :
Phone Nos. :
Mobile Nos. :
Fax Nos. :
E-mail address :
13. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA and consequent provisions of PPA shall apply.

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

Thanking you,

We remain,

Yours faithfully,

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

Format 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortium)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

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

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

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name

Designation

Place:

Date:)

Accepted

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

Attested

(Signature of the executant)

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

Place: -----

Date: -----

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

Format 7.3A

FORMAT FOR 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 Project Developers for Setting up of 1200 MW ISTS-Connected RE Power Projects with assured Peak Power Supply, in India (ISTS-VII)** of the cumulative capacity of MW [Insert cumulative Project capacity proposed] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of [insert the name of the Bidder] as per the terms of the RfS, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [Insert amount not less than that derived on the basis of Rs. 6 Lakhs per MW of cumulative capacity proposed], only, on behalf of M/s _____ [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with Clause No. 10, Section-III, ITB 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. 10, Section-III, ITB of this RfS]. SECI shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Clause No. 10, Section-III, ITB 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. 10, Section-III, ITB of this RfS].

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

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [Insert Name and Address of the Bank] __ Contact

Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Format 7.3B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'selected Hybrid Power Developer') submitting the response to RfS inter alia for selection of the Project anywhere in India 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 Hybrid Power Developer and issuing Letter of Award No _____ to _____ (Insert Name of selected Hybrid Power Developer) as per terms of RfS and the same having been accepted by the selected HPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Hybrid Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

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

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Witness:

.....

Signature

Name and Address

.....

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

Format 7.4

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____ for "Setting up of 1200 MW ISTS Connected RE Projects with assured Peak supply in India (ISTS-VII)", 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]**

3. NOT USED

Certified True Copy

----- (Signature, Name and Stamp of Company Secretary)

Notes:

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

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

(To be Submitted Separately for each Project)

(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 D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi-110017

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 Setting up of 1200 MW ISTS-Connected RE Power projects with assured Peak Power Supply(ISTS-VII);

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 controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (One) Year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

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

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

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

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

Witnesses:

1) Signature-----
Name:
Address:

2) Signature -----
Name:
Address:

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

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

Witnesses:

1) Signature -----
Name:
Address:

2) Signature -----
Name:
Address:

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

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

Witnesses:

1) Signature -----
Name:
Address:

(2) Signature -----
Name:
Address:

Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref.No. _____

Date: _____

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

Tel.#: Fax#:

E-mail address#

**To Solar Energy Corporation of India Limited
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017**

Sub: Response to RfS No. ----- for Selection of Hybrid Power Developers for Setting up of 1200 MW ISTS-Connected RE Projects with assured Peak Power Supply (ISTS-VII).

Dear Sir/ Madam,

We certify that the Bidding Company/ Member in a Bidding Consortium has a Net worth of INR Crore (.....in words) as on **the end of Financial Year 2018-19/2017-18/the date at least 7 days prior to the date of bid submission** (choose one).

This Net Worth has been calculated in accordance with instructions provided in Clause No. C1, Section-IV, Qualifying Requirements (QR) of the RfS as amended.

Exhibit (i): Applicable in case of Bidding Company

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

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

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

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

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

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

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

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

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an Annual Turnover of INR _____ (_____ in words) as on **the end of Financial Year 2018-19/2017-18/ the date at least 7 days prior to the date of bid submission** (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

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

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

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

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

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

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

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR _____(in words) as on **the end of Financial Year 2018-19/2017-18/ the date at least 7 days prior to the date of bid submission.** (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium (To be filled by each Member in a Bidding Consortium separately)

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

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

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

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

Total					

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

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.

Regn. No. of the CA's Firm:

Date:

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

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

FORMAT 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfS vide RfS No. _____ dated _____, that M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s _____ (insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

Format 7.8

FORMAT FOR DISCLOSURE

(This should 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

Solar Energy Corporation of India Limited

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. _____ dated _____ for Selection of Hybrid Power Developers for Setting up of 1200 MW ISTS Connected RE Projects with assured peak power supply in India (ISTS-VII)

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 that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LoA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

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

Thanking you,

We remain,

Yours faithfully,

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

Format 7.9

FORMAT FOR TECHNICAL CRITERIA

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

(To be Submitted Separately for each Project)

Ref.No. _____

Date: _____

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

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. _____ dated _____ for Selection of Hybrid Power Developers for Setting up of 1200 MW ISTS Connected RE Projects with assured peak power supply in India (ISTS-VII)

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause No. 15, Section-III, ITB** under the title "Financial Closure" that the following details shall be furnished within **12 (twelve) months** from Effective Date of the PPA.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.

2.0 DPR & Technology Tie-up for the Project.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the RfS.

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

Thanking you,

We remain,

Yours faithfully,

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

Format 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(To be Submitted Separately for each Project)

1	Name of Bidding Company/ Lead Member of Bidding Consortium		
2	Project Location		
3	Project Capacity Proposed MW	
3A	Capacity Breakup (for the purpose of LTA) i.e. Total Project capacity (AC) MW= Solar Capacity (AC)+Wind Capacity (AC)MW	Wind.....MW(AC) Solar.....MW(AC)	
5A	Estimated Annual Generation of Electrical Energy from Solar component of the Project		kWh
5B	Estimated Annual Generation of Electrical Energy from Wind component of the Project		kWh
6	Brief about the Proposed Technology		
Solar	Crystalline Silicon Solar Cells and Modules		
	Concentrator PV Modules		
	Thin Film Modules		
Wind	Wind Turbine(s) Models from RLMM (Rating and model)		
ESS	Proposed ESS technology (Rating and type)		

The Bidder shall enclose the Pre-Feasibility Report along with this Format.

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

Thanking you,
We remain,
Yours faithfully,

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

Format 7.11

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref.No. _____

Date: _____

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

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

D - 3, 1st Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. _____ dated _____ for Selection of Project Developers for Setting up of 1200 MW ISTS Connected RE Projects with assured peak power supply in India (ISTS-VII)

Dear Sir/ Madam,

I/ We, _____ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for _____ number of Project(s) for a cumulative capacity of _____ MW in India as Bidder for the above.

We hereby agree that the Tariff as submitted in the Financial Proposal corresponds to the 2nd part tariff of the PPA, i.e. the Peak Tariff as defined in the RfS, and will be exclusive of the 1st part tariff, i.e. the Off-Peak Tariff of Rs. 2.70/kWh, in line with provisions of the RfS. The Applicable Tariff under the PPA shall comprise both the Peak Tariff and Off-Peak Tariff.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

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

Thanking you,

We remain,

Yours faithfully,

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

Notes:

RfS for 1200 MW ISTS-Connected RE Projects with assured peak supply in India (ISTS-VII)	RfS No. SECI/C&P/HPD/ISTS-VII/RfS/1200MW/082019	Page 98 of 117	Signature of Bidder
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1. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as nonresponsive.*
2. *If the bidder submits the financial bid in the Electronic Form at ISN-ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as nonresponsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Tariff should be in Indian Rupee up to two places of decimals only.*

Format 7.12

PRELIMINARY ESTIMATE OF COST OF RE PROJECT

(To be submitted separately for each Project)

No standard break-up for the Project Cost, the Bidder shall indicate the break-up in terms of major components in the Project.

Project Capacity:MW

Location:

(Signature)
(Name of Bidder)

Annexure - A

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

The RE 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 Solar 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 IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects, in line with the Standard Bidding Guidelines issued by Ministry of Power and subsequent amendments and clarifications.

1. SPV Modules

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

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

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

2. Power Conditioners/ Inverters

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

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

3. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service

Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. Authorized Test Centers

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

5. Warranty

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

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

6. Identification and Traceability

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25°C)
- vi. Wattage, I_m, V_m and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000.

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

7. Performance Monitoring

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and MNRE or any other designated agency on line

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

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

The developers will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

9. Capacity Of Solar PV Projects

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

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point	Minimum installed energy rating of the ESS
1	50 MW	50 MW	50 MW	50 MW	50 MWhr

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

Annexure – A-1

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

Battery Energy Storage Systems (BESS)

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

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

Appendix - A1

COMMISSIONING PROCEDURE

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

Annexure - B

CHECK LIST FOR BANK GUARANTEES

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. on the BG?	
5.	Is each page of BG duly signed/ initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LOA No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure - C

LIST OF BANKS

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
NATIONALISED BANKS	27. MIZUHO BANK, Ltd.
1. Allahabad Bank	28. Krung Thai Bank Public Company Ltd.
2. Andhra Bank	29. Antwerp Diamond Bank N.V
3. Bank of India	30. Australia And New Zealand Banking Group Limited
4. Bank of Maharashtra	31. Sumitomo Mitsui Banking Corporation
5. Canara Bank	32. American Express Banking Corporation
6. Central Bank of India	33. Commonwealth Bank of Australia
7. Corporation Bank	34. Credit Suisse A.G
8. Dena Bank	35. FirstRand Bank Ltd.
9. Indian Bank	36. Industrial And Commercial Bank of China Ltd.
10. Indian Overseas Bank	37. JSC VTB Bank
11. Oriental Bank of Commerce	38. National Australia Bank
12. Punjab National Bank	39. Rabobank International
13. Punjab & Sind Bank	40. Sberbank
14. Syndicate Bank	41. USB AG
15. Union Bank of India	42. United Overseas Bank Ltd.
16. United Bank of India	43. Westpac Banking Corporation
17. UCO Bank	44. Woori Bank
18. Vijaya Bank	45. Doha Bank Qsc
19. Bank of Baroda	4. SCHEDULED PRIVATE BANKS
2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	3. Axis Bank Ltd.
1. Bank of America NA	4. ICICI Bank Ltd.

2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. SocieteGenerale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. Crédit Agricole Corporate and Investment Bank	17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd
18. HSBC Bank Oman S.A.O.G	21. IDFC Bank
19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank, National Association	
21. State Bank of Mauritius Ltd.	
22. BANK of CEYLON	
23. BANK INTERNASIONAL INDONESIA	

Annexure - D

**SPECIAL INSTRUCTIONS TO BIDDERS FOR
e-TENDERING AND REVERSE AUCTION**

GENERAL

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

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

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

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

Broad Outline of Activities from Bidder's Perspective:

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. Respond to SECI Post-TOE queries
10. Participate in e-Reverse Auction if invited

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

Digital Certificates

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

Registration

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

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

Important Note:

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

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

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

Some Bidding Related Information for this Tender (Sealed Bid)

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

- Submission of Bid-Parts
 - Envelope I (Technical-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 No. 23, Section-III, ITB of RfS Documents, 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 (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
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. If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

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

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

1. Get your organization's concerned executives trained for e-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (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-ReverseAuction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-ReverseAuction bidding event.

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

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-V 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 - D 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 - V and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

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

During the Reverse Auction, any requests for extension of time will not be considered by SECI. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. SECI shall not be responsible for such eventualities. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

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

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

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